

NOTICE OF REGULAR MEETING

CITY COUNCIL

DATE	TIME	PLACE
FEBRUARY 2, 2016	Immediately following Municipal Authority Meeting	COUNCIL CHAMBERS

AGENDA

1. Call to Order
2. Roll Call
3. Comments from the Audience
4. Consent Agenda
 - a. Minutes Approval
 1. City Council - Special Meeting - Jan 14, 2016 7:00 PM
 2. City Council - Regular Meeting - Jan 19, 2016 6:30 PM
 3. City Council - Special Meeting - Jan 22, 2016 4:30 PM
 - b. Receive and Acknowledge Receipt of Claims List
 - c. Acknowledge Monthly Reports and Minutes as Follows:
 - MAIN STREET ALTUS (JANUARY 21, 2016)
 - SOUTHERN PRAIRIE LIBRARY SYSTEM
5. Consider, Discuss and Vote to Approve Resolution No. 2016-____ Proposing an Ordinance to be Passed on March 22, 2016, Closing to Public Use that Portion of Platted 20-FT Alley (400 Feet) through Block 7 JARBOE ADDITION and Block 7, CORBIN & RUSSELL SECOND ADDITION, Being Further Described as the North-South Alley Lying Between Corbin Avenue on the North and "D" Street on the South; Authorizing Giving Notice to Certain Entities; or Take Any Other Appropriate Action.
6. Vote to go into Executive Session

EXECUTIVE SESSION ITEM(S):
7. Consider, Discuss and Vote to Discuss in Executive Session a Negotiation Update Between the City of Altus and the FOP, Lodge #120, and in Open Session Vote to Approve Execution by the Mayor of the Collective Bargaining Agreement (CBA) Between the City of Altus and the FOP, Lodge #120 for Fiscal Year 2015-2016, as Authorized by Section 307 (B)(2) of 25 O.S.A.

8. Consider in open session any motions and votes relating to the executive session item(s).
9. Review, discuss and possible action on other new business, if any, which has arisen since the posting of the agenda and which could not have been reasonably foreseen prior to posting of the agenda. (25 O.S.A. Section 3 -111 (9))
10. Mayor's Appointments
11. City Manager's comments and reports (discussion only)
12. City Council's member's comments and reports
13. Mayor's comments and reports
14. Adjourn

Next Resolution No. 2016-3

Next Ordinance No. 2016-1

The City of Altus encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the Mayor's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if signing is not the necessary accommodation. Call 481-2202 to make the necessary arrangements. We will accommodate you anytime and in every way possible. Just call and let us know your needs.

To be completed by person filing notice:

NAME:	<u>Debbie Davis</u>
TITLE:	<u>City Clerk</u>
ADDRESS:	<u>509 S. Main</u>
	<u>Altus, OK 73521</u>
PHONE:	<u>(580) 481-2216</u>

Filed in the office of the City Clerk/Treasurer at _____ a.m./p.m. on _____.

Signed: _____

Clerk/Deputy Clerk

**SPECIAL
ALTUS CITY COUNCIL MEETING
MINUTES
JANUARY 14, 2016**

1. CALL TO ORDER

The City Council of Altus, Jackson County met in Special Session, Thursday, January 14, 2016, at 7 p.m. in the City Council Chambers of City Hall. Notice of the agenda was duly filed and posted in the office of the City Clerk, January 13, 2016 at 12:52 p.m.

2. ROLL CALL

Attendee Name	Present	Absent	Late	Arrived
Rick Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7:03 AM
Perry Shelton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dwayne E. Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Doyle Jencks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jason Winters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jon Kidwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kevin McAuliffe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Chris Riffle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jack Smiley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Others Present: David Fuqua, Catherine Coke, Matt Wojnowski, Johnny Barron, Jan Neufeld, Debbie Davis, Linda Walker, Donita Beers, Sharon Sutton, Freddy Perez, Kyle Davis, Chad Osborne, Ken Pike, Tim Murphy, Jerry Gibson, Daniel Adams, Michael Shives, Angie & Dennis Murphy Mike Villareal, Barbara Burleson, Lloyd Colston, Tracy Sullivan, Melba Martinez, Phillip Beauchamp, Liz Moncado, and other public.

3. VOTE TO GO INTO EXECUTIVE SESSION

Council members went into Executive Session at 7:02 p.m.

Councilman Henry entered at 7:03 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kevin McAuliffe, Councilman
SECONDER:	Perry Shelton, Councilman
AYES:	Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley
ABSENT:	Henry

OUT OF EXECUTIVE SESSION AT 8:28 P.M.

Minutes Acceptance: Minutes of Jan 14, 2016 7:00 PM (Minutes Approval)

EXECUTIVE SESSION ITEM(S):

- 4. DISCUSS THE EMPLOYMENT, DISCIPLINING, SUSPENSION, OR REMOVAL OF THE EMPLOYMENT OF THE CITY MANAGER, AN INDIVIDUAL, SALARIED PUBLIC EMPLOYEE, AS AUTHORIZED BY TITLE 25 O.S.A. SECTION 307 (B)(1), AND IN OPEN SESSION VOTE TO TAKE ANY APPROPRIATE ACTION.**
- 5. CONSIDER ANY MOTIONS AND VOTES RELATING TO THE EXECUTIVE SESSION ITEM:**

The motion made was to terminate the employment of the City Manager effective immediately and to pay him his severance as provided in the City Manager Employment Agreement.

Christopher Holmes, Bishop of the Church of Jesus Christ of Later Day Saints, spoke on behalf and in favor of David Fuqua.

RESULT:	APPROVED [6 TO 3]
MOVER:	Rick Henry, Councilman
SECONDER:	Jon Kidwell, Councilman
AYES:	Henry, Shelton, Kidwell, McAuliffe, Riffle, Smiley
NAYS:	Martin, Jencks, Winters

Part II of Number 5 was a motion made by SMILEY and seconded by HENRY to appoint Jon Kidwell, as the City Representative to interact with Mr. Fuqua in wrapping up his employment with the City including retrieval of I-phone, I-pad, and keys and then removal at his convenience of his personal items. Also have Mr. Kidwell respond to any questions regarding retirement and ongoing benefits.

AYES: Shelton, Henry, McAuliffe, Winters, Riffle, Kidwell, Smiley

NAYS: Jencks, Martin

Motion carried 7-2

- 6. CONSIDER, DISCUSS AND VOTE TO DECLARE A VACANCY IN THE POSITION OF CITY MANAGER, IF APPROPRIATE.**

RESULT:	APPROVED [7 TO 2]
MOVER:	Rick Henry, Councilman
SECONDER:	Perry Shelton, Councilman
AYES:	Henry, Shelton, Winters, Kidwell, McAuliffe, Riffle, Smiley
NAYS:	Martin, Jencks

7. VOTE TO GO INTO EXECUTIVE SESSION AND RECORD AND VOTE ACCORDINGLY.

The Council members went into Executive Session at 8:36 p.m.

RESULT:	APPROVED [8 TO 1]
MOVER:	Rick Henry, Councilman
SECONDER:	Jason Winters, Councilman
AYES:	Henry, Shelton, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley
NAYS:	Martin

OUT OF EXECUTIVE SESSION AT 9:04 P.M

EXECUTIVE SESSION ITEM(S)

8. DISCUSS THE EMPLOYMENT, HIRING, APPOINTMENT, OF ANY INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE, THE ACTING CITY MANAGER, AND IN OPEN SESSION VOTE TO EITHER APPOINT AN ACTING CITY MANAGER, OR TO ESTABLISH THE PROCEDURE FOR APPOINTMENT OF AN ACTING CITY MANAGER, AS AUTHORIZED BY ARTICLE III, SECTION 1 OF THE CITY'S CHARTER, IF THERE IS A VACANCY IN THE POSITION OF CITY MANAGER, AS AUTHORIZED BY TITLE 25 O.S.A., SECTION 307 (B)(1).

Catherine Coke, City Attorney is to serve as the Interim Acting City Manager

RESULT:	APPROVED [7 TO 2]
MOVER:	Perry Shelton, Councilman
SECONDER:	Jon Kidwell, Councilman
AYES:	Henry, Shelton, Winters, Kidwell, McAuliffe, Riffle, Smiley
NAYS:	Martin, Jencks

9. DISCUSS THE EMPLOYMENT, HIRING, APPOINTMENT OF A CITY MANAGER, AN INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE, IF THE CITY COUNCIL HAS DECLARED A VACANCY IN THE POSITION OF CITY MANAGER, AND IN OPEN SESSION VOTE TO AUTHORIZE THE CITY STAFF TO EITHER A) SOLICIT APPLICATIONS FOR THE FULL-TIME POSITION OF CITY MANAGER; B) SOLICIT A RECRUITMENT AGENCY THAT COULD CONTRACT WITH THE CITY FOR THE PURPOSE OF RECRUITING A CITY MANAGER FOR ALTUS, OKLAHOMA; OR C) TAKE ANY OTHER APPROPRIATE ACTION, AS SPECIFIED.

The motion was made to start the hiring process for a new City Manager.

RESULT:	APPROVED [7 TO 2]
MOVER:	Jon Kidwell, Councilman
SECONDER:	Perry Shelton, Councilman
AYES:	Henry, Shelton, Winters, Kidwell, McAuliffe, Riffle, Smiley
NAYS:	Martin, Jencks

10. CONSIDER ANY MOTION AND VOTES IN OPEN SESSION RELATING TO THE EXECUTIVE SESSION ITEM(S), IF APPROPRIATE:

None

11. ADJOURN: 9:10 P.M.

Jack Smiley, Mayor

Debbie Davis, Secreary/Treasurer

Minutes Acceptance: Minutes of Jan 14, 2016 7:00 PM (Minutes Approval)

**ALTUS CITY COUNCIL MEETING
MINUTES
JANUARY 19, 2016**

1. CALL TO ORDER

The City Council of Altus, Jackson County met in regular session Tuesday, January 19, 2016 at 7:05 p.m. in the City Council Chambers of City Hall. Notice of the agenda was duly filed and posted in the office of the City Clerk, January 15, 2016 at 5:45 p.m.

Mayor Smiley called the meeting to order at 7:05 p.m.

2. ROLL CALL

Attendee Name	Present	Absent	Late	Arrived
Rick Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Perry Shelton	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dwayne E. Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Doyle Jencks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jason Winters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jon Kidwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kevin McAuliffe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Chris Riffle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jack Smiley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Others Present: Catherine Coke, Matt Wojnowski, Jan Neufeld, Johnny Barron, Debbie Davis, Linda Walker, Donita Beers, Sharon Sutton, Tim Murphy, Dennis & Angie Murphy, Elizabeth Smith, Cindy Young, Linda & Anthony Mutchler, Cat Bently, Liz & Jimmy Moncado, Kyle Davis, Melba Martinez, Barbara Burleson, Tracy Sullivan, Phillip Beauchamp, Steve Perry, Daniel Adams, Ken Pike, Jerry Gibson, Lloyd Colston, Freddy Perez, Officer Billy Fowler, Henry Hartsell and other public.

3. COMMENTS FROM THE AUDIENCE

None

4. CONSENT AGENDA

A. APPROVE MINUTES FOR ALTUS CITY COUNCIL MEETING ON JANUARY 5, 2016.

B. APPROVE MINUTES FOR ALTUS CITY COUNCIL EMERGENCY MEETING ON DECEMBER 27, 2015.

Minutes Acceptance: Minutes of Jan 19, 2016 6:30 PM (Minutes Approval)

C. APPROVE MINUTES FOR ALTUS CITY COUNCIL EMERGENCY MEETING ON DECEMBER 28, 2015.

D. RECEIVE AND ACKNOWLEDGE RECEIPT OF CLAIMS LIST

E. ACKNOWLEDGE MONTHLY REPORTS AS FOLLOWS:

SWIMMING POOL - NOVEMBER 2015

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jon Kidwell, Councilman
SECONDER:	Rick Henry, Councilman
AYES:	Henry, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

5. RECEIVE REPORT REGARDING A RECENT EMERGENCY PURCHASE ENGAGING SHOESTRINGS ENTERPRISES, LLC OF OLUSTEE, OK FOR WATER LINE AND STREET REPAIRS ASSOCIATED WITH THE RECENT WATER LEAK ON BROADWAY (HWY 62) AT SPURGEON STREET.

Johnny Barron, Public Works Director, gave an update on a recent Emergency purchase for a water line and street repairs associated with the recent water leak on Broadway at Spurgeon Street engaging Shoestring Enterprises, LLC.

RESULT:	NO ACTION Update Only
----------------	---------------------------------

6. CONSIDER, DISCUSS AND POSSIBLE VOTE TO INQUIRE INTO THE HUMAN RESOURCE DEPARTMENT AND INVESTIGATE MUNICIPAL AFFAIRS AS AUTHORIZED BY ARTICLE II, COUNCIL POWERS, SECTION 7 (E) OF THE CITY'S CHARTER, AND/OR ANY OTHER APPROPRIATE ACTION.

This item presented by Mayor Smiley

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Henry Councilman
SECONDER:	Doyle Jencks Councilman
AYES:	Henry, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

7. CONSIDER, DISCUSS AND POSSIBLE VOTE TO AUTHORIZE THE MAYOR TO APPOINT A SUB-COMMITTEE OR COMMITTEES FROM THE CITY COUNCIL TO CONDUCT THE INQUIRY INTO THE HUMAN RESOURCES DEPARTMENT AND TO AUTHORIZE THE SUB-COMMITTEE(S) TO RETAIN OUTSIDE CONSULTANTS, AS APPROPRIATE, AND/OR ANY OTHER APPROPRIATE ACTION.

This item presented by Mayor Smiley

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Riffle, Councilman
SECONDER:	Kevin McAuliffe Councilman
AYES:	Henry, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

8. VOTE TO GO INTO EXECUTIVE SESSION

The Council went into Executive Session at 7:07 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Henry, Councilman
SECONDER:	Jon Kidwell, Councilman
AYES:	Henry, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

EXECUTIVE SESSION ITEMS:

- 9. CONSIDER, DISCUSS AND VOTE TO DISCUSS IN EXECUTIVE SESSION A NEGOTIATION UPDATE BETWEEN THE CITY OF ALTUS AND THE FOP, LODGE #120, AND IN OPEN SESSION VOTE TO APPROVE EXECUTION BY THE MAYOR OF THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF ALTUS AND THE FOP, LODGE #120 FOR FISCAL YEAR 2015-2016, AS AUTHORIZED BY SECTION 307 (B)(2) OF 25 O.S.A.**

OUT OF EXECUTIVE SESSION - 7:27 P.M.

Motion made by RIFFLE and seconded by KIDWELL to *table* the item until further study can be given to the item.

AYES: Winters, Martin, Kidwell, Henry, Riffle, Jencks, McAuliffe, Smiley

NAY: None

Motion carried 8-0

- 10. CONSIDER IN OPEN SESSION ANY MOTIONS AND VOTES RELATING TO THE EXECUTIVE SESSION ITEMS.**

None

- 11. REVIEW, DISCUSS AND POSSIBLE ACTION ON OTHER NEW BUSINESS, IF ANY, WHICH HAS ARISEN SINCE THE POSTING OF THE AGENDA AND WHICH COULD NOT HAVE BEEN REASONABLY FORESOON PRIOR TO POSTING OF THE AGENDA. (25 O.S.A. SECTION 3 -111 (9))**

Mayor Smiley stated that the lawyers that are handling the law suit over the Water Treatment Plant have a concern over our appointment of Catherine Coke, the City Attorney, as the Acting City Manager because of this law suit.

Mayor Smiley requested a motion to go back into Executive Session to discuss the lawyer's concern.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Henry, Councilman
SECONDER:	Kevin McAuliffe, Councilman
AYES:	Henry, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

Go into Executive Session at 7:30 p.m.

OUT OF EXECUTIVE SESSION AT 7:44 P.M.

Information Only

12. MAYOR'S APPOINTMENTS

Mayor Smiley appointed Councilmen Rick Henry and Jason Winters to a Committee to handle Agenda Item Number 7.

13. ADJOURN : 7:49 P.M.

**SPECIAL
ALTUS CITY COUNCIL MEETING
MINUTES
JANUARY 22, 2016**

1. CALL TO ORDER

The City Council of Altus, Jackson County met in Special Session, Friday, January 22, 2016 at 4:30 p.m. in the City Council Chambers of City Hall. Notice of the agenda was duly filed and posted in the office of the City Clerk, January 20, 2016 at 3:20 p.m.

Attendee Name	Present	Absent	Late	Arrived
Rick Henry	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Perry Shelton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4:35 AM
Dwayne E. Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Doyle Jencks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jason Winters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jon Kidwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kevin McAuliffe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chris Riffle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jack Smiley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Others Present: Catherine Coke, Matt Wojnowski, Jan Neufeld, Debbie Davis, Johnny Barron, Donita Beers, Angie & Dennis Murphy, Tim Murphy, Freddy Perez, Cindy Young, Linda Mutchler, Kyle Davis, Liz Moncado, Cat Bentley, Elizabeth Smith, Jerry Gibson, Ken Pike, Phillip Beauchamp, Barbara Burleson, Chad Osbone, Kevin Jones, Melba Martinez, and other public.

3. VOTE TO GO INTO EXECUTIVE SESSION

Council went into Executive Session at 4:31 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Riffle, Councilman
SECONDER:	Doyle Jencks, Council Member
AYES:	Martin, Jencks, Winters, Kidwell, Riffle, Smiley
ABSENT:	McAuliffe, Henry, Shelton

Minutes Acceptance: Minutes of Jan 22, 2016 4:30 PM (Minutes Approval)

EXECUTIVE SESSION ITEM:

- 4. DISCUSS THE EMPLOYMENT, HIRING, APPOINTMENT, OF ANY INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE, THE ACTING CITY MANAGER, AND IN OPEN SESSION VOTE TO APPOINT AN ACTING CITY MANAGER AS AUTHORIZED BY ARTICLE III, SECTION 1 OF THE CITY'S CHARTER, SINCE THERE IS A VACANCY IN THE POSITION OF CITY MANAGER, AS AUTHORIZED BY TITLE 25 O.S.A., SECTION 307 (B)(1).**

Out of Executive Session at 5:13 p.m.

- 5. CONSIDER ANY MOTION AND VOTES IN OPEN SESSION RELATING TO THE EXECUTIVE SESSION ITEM, IF APPROPRIATE:**

Motion was made to hire Larry Shelton as the Acting City Manager or interim City Manager position.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Winters, Councilman
SECONDER:	Perry Shelton, Councilman
AYES:	Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley
ABSENT:	McAuliffe, Henry

- 6. ADJOURN: 5:15 P.M.**

Item No. _____

Date: February 2, 2016

AGENDA ITEM COMMENTARY

ITEM TITLE: Receive and Acknowledge Receipt of Claims List

INITIATOR: Cindy Young, Purchasing Tech.

STAFF INFORMATION SOURCE: Cindy Young, Purchasing Tech.

STAFF RECOMMENDATION: Stated Council Action



City of

ALTUS

Altus, OKLAHOMA 73521 - (580) 477-1950

A PROUD HERITAGE

A PROMISING FUTURE TO SHARE!

MAYOR
JACK SMILEYCITY MANAGER
DAVID FUQUA

COUNCIL
 Doyle Jencks
 Rick Henry
 Chris Riffle
 Jason Winters
 Perry Shelton
 Kevin McAuliffe
 Dwayne Martin
 Jon Kidwell

January 26, 2016

To the Honorable Mayor and Members of the City Council
 City of Altus, Oklahoma

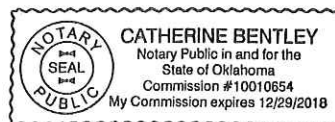
I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Dated this 26th day of January, 2016

Linda Mutchler
 Purchasing Agent

State of OklahomaCounty of Jackson

On this 26th day of January, 2016 before me
 personally appeared Linda Mutchler, to me known to be the
 person described in and who executed the foregoing instrument.

My Commission Expires: 12/29/2018

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-1857	01-01398	AMERICAN RED CROSS	CONTRACT SERVICE	1/2016	201601152814	5,000.00
16-1864	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	1/2016	201601152819	25.03
16-1815	01-041825	CABLE ONE	INTERNET SERVICE	1/2016	201601142791	266.61
16-1783	01-043403	AT&T, INC	TELEPHONE SERVICE	1/2016	201601142806	5,021.55
16-1834	01-043403	AT&T, INC	TELEPHONE SERVICE	1/2016	201601142789	554.40
16-1823	01-043484	AT&T	TELEPHONE SERVICE	1/2016	0166213253-010516	17.75
16-1711	01-12102	LIBERTY FLAGS, INC.	Flags City Complex	1/2016	75741	192.90
16-1858	01-13104	MAIN STREET ALTUS, INC.	CONTRACT SERVICE	1/2016	201601152813	14,817.50
DEPARTMENT TOTAL:						25,895.74
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-1813	01-045142	HOBBS, THOMAS	TUITION REIMBURSEMENT	1/2016	201601142790	697.50
16-0236	01-07035	GALL'S INC.	UNIFORMS	1/2016	201601152818	649.77
16-1384	01-07035	GALL'S INC.	UNIFORMS	1/2016	201601152817	521.94
DEPARTMENT TOTAL:						1,869.21
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-1803	01-042974	ENTERSECT, LLC	MONTHLY FEE	1/2016	1215EP31265	79.00
16-1431	01-044073	COAST TO COAST, INC	Toner	1/2016	A1410920	65.99
DEPARTMENT TOTAL:						144.99
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-1801	01-041294	OKLA DEPT OF PUBLIC SAFETY	OLETS USER FEE	1/2016	041608424	350.00
16-1771	01-042930	OSBI, DBA	ODIS MONTHLY SUPPORT	1/2016	16-005932-S	500.00
16-1834	01-043403	AT&T, INC	TELEPHONE SERVICE	1/2016	201601142789	2,208.00
16-1689	01-044594	BROWNELLS	SAFETY FOR SHOT GUNS	1/2016	12063664.00	407.09
16-1830	01-045039	CANNON FINANCIAL INC.	COPIER LEASES	1/2016	15630552	142.58
16-1832	01-10091	JOE ELAM	NEW EMPLOYEE EVALUATION	1/2016	3574	80.00
DEPARTMENT TOTAL:						3,687.67

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10 POLICE-ANIMAL CONTROL						
16-1840	01-043166	REYES ELECTRIC, L.L.C.	REPLACE BALLAST	1/2016	201601142787	175.00
16-1782	01-043550	NAPA AUTO PARTS	ENGINE PARTS UNIT 1103	1/2016	217110	584.87
16-1448	01-044725	LAMBERT VET SUPPLY	SHOTS	11/2015	LV5101505520	314.50
16-1635	01-044725	LAMBERT VET SUPPLY	VACCINES	12/2015	LVS101521748	314.50
16-1830	01-045039	CANNON FINANCIAL INC.	COPIER LEASES	1/2016	15630552	110.81
16-1781	01-23183	WILMES CHEVROLET, BUICK,	INWATER PUMP BOLTS #1103	1/2016	83391	25.62
DEPARTMENT TOTAL:						1,525.30
DEPARTMENT: 11 FIRE DEPARTMENT						
16-1707	01-041316	INTERSTATE ALL BATTERY CENT	Batteries	1/2016	1902099022527	51.50
16-1730	01-07021	GALLAGHER, JIM	GARAGE DOOR REPAIR	1/2016	201601142804	88.99
16-1708	01-12102	LIBERTY FLAGS, INC.	AMERICAN AND STATE FLAGS	1/2016	75743	686.40
16-1778	01-31129	RED RIVER DIESEL	REPAIR TO GENERATOR PUMP	1/2016	24367	198.90
DEPARTMENT TOTAL:						1,025.79
DEPARTMENT: 13 PARKS						
16-1746	01-041817	RICKY D. BREWER	PORTABLE TOILET	1/2016	CA-011615	100.00
16-1812	01-042139	KENNY'S SIGN GRAPHX, LLC	SIGNS	1/2016	16002	235.00
16-0645	01-25000	WESTERN EQUIPMENT, LLC	JOHN DEERE 6105D CAB	1/2016	201601142795	94,108.55
DEPARTMENT TOTAL:						94,443.55
DEPARTMENT: 14 CEMETERY						
16-1614	01-043166	REYES ELECTRIC, L.L.C.	ELECTRIC	12/2015	201601142794	175.00
16-1745	01-25000	WESTERN EQUIPMENT, LLC	CHAIN SAW	1/2016	840555	383.29
DEPARTMENT TOTAL:						558.29
DEPARTMENT: 20 PLANNING DEPARTMENT						
16-1825	01-043146	STANDLEY SYSTEMS	COPIER LEASES	1/2016	570291	355.34
16-1789	01-045140	INTRINSIC CORP	WEB DESIGN, WEB HOSTING	1/2016	121115-WEB	7,698.00
DEPARTMENT TOTAL:						8,053.34

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23 FLEET MAINTENANCE						
16-1661	01-04029	DANS HEATING & AIR COND	REPAIR HEATERS	12/2015	15580	501.27
DEPARTMENT TOTAL:						501.27
DEPARTMENT: 24 RECREATION						
16-1815	01-041825	CABLE ONE	INTERNET SERVICE	1/2016	201601142791	63.00
DEPARTMENT TOTAL:						63.00
DEPARTMENT: 27 EMERGENCY SERVICES						
16-1839	01-043084	TOUCHTONE	LONG DISTANCE SERVICE	1/2016	201601132779	15.23
16-1834	01-043403	AT&T, INC	TELEPHONE SERVICE	1/2016	201601142789	639.60
16-1431	01-044073	COAST TO COAST, INC	Toner	1/2016	A1410920	129.99
DEPARTMENT TOTAL:						784.82
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-1783	01-043403	AT&T, INC	TELEPHONE SERVICE	1/2016	201601142806	125.79
DEPARTMENT TOTAL:						125.79
DEPARTMENT: 32 POOL						
16-1792	01-12130	LOCKE SUPPLY, INC	replace water heater	1/2016	27664912-00	2,391.50
DEPARTMENT TOTAL:						2,391.50
DEPARTMENT: 33 FINANCE DEPARTMENT						
16-1824	01-04170	DATA FLOW, DBA	LASER CHECKS	1/2016	20989	318.90
16-1825	01-043146	STANDLEY SYSTEMS	COPIER LEASES	1/2016	568409, 569835	381.16
DEPARTMENT TOTAL:						700.06
DEPARTMENT: 34 PERSONNEL DEPARTMENT						
16-1830	01-045039	CANNON FINANCIAL INC.	COPIER LEASES	1/2016	15630555	141.51
DEPARTMENT TOTAL:						141.51

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 38 CITY CLERK-TREASURER

16-1863	01-01160	ALTUS CHAMBER OF COMMERCE,		1/2016	73	110.00
---------	----------	----------------------------	--	--------	----	--------

DEPARTMENT TOTAL: 110.00

DEPARTMENT: 41 PUBLIC GOLF COURSE

16-1839	01-043084	TOUCHTONE	LONG DISTANCE SERVICE	1/2016	201601132779	6.29
---------	-----------	-----------	-----------------------	--------	--------------	------

16-1816	01-19380	SOUTHWEST RURAL ELECTRIC ASELECTRICITY		1/2016	3112	2,218.83
---------	----------	--	--	--------	------	----------

DEPARTMENT TOTAL: 2,225.12

FUND TOTAL: 144,246.95

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 03 - WORKERS COMP FUND (03)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02 WORKMANS COMP

16-1845	01-044941	MITCHELL PHARMACY SOLUTIONS	SW/C REFILL MEACHAM/WEBB	1/2016	4419421	372.00
---------	-----------	-----------------------------	--------------------------	--------	---------	--------

DEPARTMENT TOTAL: 372.00

FUND TOTAL: 372.00

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 14 - AIRPORT FUND (14)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 31 AIRPORT

16-0130	01-042429	CEC CORPORATION	2015 AIP ENGINEERING	12/2015	1425701-05	17,960.00
16-1855	01-042864	SUMMIT HOLDINGS, INC.	SIR TESTING FOR 100LL	1/2016	242125	33.00
16-1856	01-042886	HOOTEN OIL CO., INC	FUEL TRUCK LEASE	1/2016	0005399-in	2,250.00
16-1714	01-042906	SOUTHWEST OKLA INTERNET	INTERNET FOR TERMINAL	1/2016	201601142788	93.45
16-1214	01-043683	QUALITY FENCE	AIRPORT FENCING PROJECT	12/2015	2	109,955.30

DEPARTMENT TOTAL: 130,291.75

FUND TOTAL: 130,291.75

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 16 - HOTEL/MOTEL TAX FUND (16)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 32	HOTEL/MOTEL TAX DEPT				
----------------	----------------------	--	--	--	--

16-1785	01-12051	ALTUS SOUTHWEST AREA	HOTEL/MOTEL DEC 2015	1/2016	201601142801	22,125.40
---------	----------	----------------------	----------------------	--------	--------------	-----------

DEPARTMENT TOTAL:					22,125.40
-------------------	--	--	--	--	-----------

FUND TOTAL:					22,125.40
-------------	--	--	--	--	-----------

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR						
16-1908	01-01160	ALTUS CHAMBER OF COMMERCE, MILITARY AFFAIR COMMITTEE		1/2016	326	500.00
DEPARTMENT TOTAL:						500.00
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-1885	01-01490	CENTERPOINT ENERGY RESOURCENATURAL GAS		1/2016	201601212829	499.34
16-1900	01-01490	CENTERPOINT ENERGY RESOURCENATURAL GAS		1/2016	201601212841	1,026.13
16-1194	01-042116	OKLA MUNICIPAL ASSURANCE GRVEHICLE AND LIABILITY		1/2016	201601212826	4,323.17
16-1884	01-043403	AT&T, INC	TELEPHONE SERVICE	1/2016	201601212832	227.14
16-1906	01-043740	OKLAHOMA DEPT OF LABOR	BOILER INSPECTION	1/2016	627935	50.00
16-1883	01-044615	AT&T	U-VERSE INTERNET	1/2016	201601212831	105.00
16-1866	01-044724	VALIR PHYSICAL THERAPY	DRUG SCREENING	1/2016	473651	175.00
16-1899	01-16130	PUBLIC SERVICE COMPANY OF OOUTDOOR LIGHT 6.5 MILES		1/2016	201601212840	9.83
DEPARTMENT TOTAL:						6,415.61
DEPARTMENT: 05 MUNICIPAL COURT						
16-1843	01-044073	COAST TO COAST, INC	Toner	1/2016	A1430810	79.99
DEPARTMENT TOTAL:						79.99
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-1775	01-043178	TASER INTERNATIONAL INC.	TASERS	1/2016	SI1424679	1,901.58
16-1886	01-044184	FLEET SERVICES	CREDIT CARD CHARGES	1/2016	43538673	128.34
16-1111	01-045086	WINDHAM WEAPONRY	SCHOOL REGISTRATION	10/2015	16-1111-07	820.00
DEPARTMENT TOTAL:						2,849.92
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-1835	01-01310	ALTUS PRINTING CO., INC.	PAWN HOLD SHEETS	1/2016	40576	78.00
DEPARTMENT TOTAL:						78.00
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-1691	01-03123	CHIEF SUPPLY CORP.	DRUG TEST KITS	1/2016	437300	522.31
16-1775	01-043178	TASER INTERNATIONAL INC.	TASERS	1/2016	SI1424679	1,491.10
16-1733	01-04333	DELL COMPUTER	LAPTOP COMPUTER	1/2016	XJW89X389	1,219.95
DEPARTMENT TOTAL:						3,233.36

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 10 POLICE-ANIMAL CONTROL						
16-1542	01-26008	ZEP MFG. CO.	SUPPLIES	1/2016	9002051154	260.02
DEPARTMENT TOTAL:						260.02
DEPARTMENT: 11 FIRE DEPARTMENT						
16-1779	01-043737	VERIZON WIRELESS	MONTHLY SERVICE	1/2016	9757209787	21.83
DEPARTMENT TOTAL:						21.83
DEPARTMENT: 12 STREET DEPARTMENT						
16-1885	01-01490	CENTERPOINT ENERGY RESOURCENATURAL GAS		1/2016	201601212829	406.07
16-1875	01-044724	VALIR PHYSICAL THERAPY	BASELINE PHYSICAL	1/2016	473651-1	135.00
DEPARTMENT TOTAL:						541.07
DEPARTMENT: 13 PARKS						
16-1842	01-044817	44 DRYWALL	CONSTRUCTION	1/2016	1-1	975.00
16-1873	01-16115	PRIVETT SALES	PARKS & REC OFFICE	1/2016	151399-0	620.00
DEPARTMENT TOTAL:						1,595.00
DEPARTMENT: 15 BLDG MAINT						
16-1804	01-043166	REYES ELECTRIC, L.L.C.	REPLACE BALLAST	1/2016	201601212833	375.00
16-1809	01-044979	D JONES MECHANICAL LLC	HEATER. MAINT.	1/2016	521	583.77
DEPARTMENT TOTAL:						958.77
DEPARTMENT: 17 PARKS/REC ADMINISTRATION						
16-1876	01-12080	LEE OFFICE EQUIPMENT, INC.	JANUARY COPIER LEASE	1/2016	E168	140.00
DEPARTMENT TOTAL:						140.00
DEPARTMENT: 20 PLANNING DEPARTMENT						
16-1895	01-041987	INTL. CODE COUNCIL, INC	Tabs 2015 ICC Code books	1/2016	1000630669	433.00
DEPARTMENT TOTAL:						433.00

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 23 FLEET MAINTENANCE						
16-1900	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	1/2016	201601212841	1,131.30
DEPARTMENT TOTAL:						1,131.30
DEPARTMENT: 24 RECREATION						
16-1536	01-10063	JANUS SUPPLY CO., INC	CLEANING SUPPLY	12/2015	91282	153.02
DEPARTMENT TOTAL:						153.02
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-1865	01-09028	TYLER TECHNOLOGIES-INCODE D	Annual renewal Secure sig	1/2016	025-142891	981.34
DEPARTMENT TOTAL:						981.34
DEPARTMENT: 33 FINANCE DEPARTMENT						
16-1881	01-04170	DATA FLOW, DBA	TAX FORMS	1/2016	21088	275.09
DEPARTMENT TOTAL:						275.09
DEPARTMENT: 38 CITY CLERK-TREASURER						
16-1634	01-01340	ALTUS TIMES LEGALS	PUBLISH ORDINANCE	12/2015	201601212834	48.75
16-1843	01-044073	COAST TO COAST, INC	Toner	1/2016	A1430810	55.00
DEPARTMENT TOTAL:						103.75
DEPARTMENT: 41 PUBLIC GOLF COURSE						
16-1613	01-043166	REYES ELECTRIC, L.L.C.	ELECTRIC	1/2016	201601212837	380.00
16-1837	01-044817	44 DRYWALL	MATERIAL	1/2016	1-2	2,395.00
DEPARTMENT TOTAL:						2,775.00
FUND TOTAL:						22,526.07

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 03 - WORKERS COMP FUND (03)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02 WORKMANS COMP

16-1877	01-044339	MERCY HEALTH CENTER INC.	W/C MEDICAL CLAIM MEACHAM	1/2016	201601212827	1,446.57
16-1905	01-044339	MERCY HEALTH CENTER INC.	MEACHAM W/C CLAIM	1/2016	201601222848	146.48
16-1907	01-31179	INTEGRIS AMBULATORY CARE	COW/C MEDICAL CLAIM WALKER	1/2016	201601222849	88.74

DEPARTMENT TOTAL: 1,681.79

FUND TOTAL: 1,681.79

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 10 - ALTUS RECREATION FUND

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02 ADMINISTRATION

16-1889	01-02139	FISHER, LAWRENCE E.	Boy basketball	1/2016	18782	3,138.00
16-1888	01-044393	DR. PERPPER	boys basketball concess	1/2016	222821	1,867.50
16-1852	01-23030	WALKER CARPET CO., LLC S	padding for blue gym	1/2016	85422	2,692.00

DEPARTMENT TOTAL: 7,697.50

FUND TOTAL: 7,697.50

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 12 - DONATION FUND (12)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02 ADMINISTRATION

16-1841	01-042376	JACKSON COUNTY MEM HOSP	AUTLEPC Meeting Room	1/2016	201601212828	85.00
---------	-----------	-------------------------	----------------------	--------	--------------	-------

DEPARTMENT TOTAL: 85.00

FUND TOTAL: 85.00

Attachment: CITY CLAIMS LIST (1165 : Claims List)

FUND: 14 - AIRPORT FUND (14)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 31 AIRPORT

16-1879	01-042886	HOOTEN OIL CO., INC	FUEL TRUCK LEASE	1/2016	0005124-IN	2,250.00
16-1882	01-043084	TOUCHTONE	LONG DISTANCE SERVICE	1/2016	201601212830	13.13
16-1878	01-044891	SUPERIOR FIRE ALARM, LLC	FIRE ALARM MONITORING	1/2016	2661, 2724	210.00

DEPARTMENT TOTAL: 2,473.13

FUND TOTAL: 2,473.13

Attachment: CITY CLAIMS LIST (1165 : Claims List)

REPORTS & MINUTES

AGENDA MAIN STREET ALTUS BOARD OF DIRECTORS MEETING

January 21, 2016
Main Street Altus ~ 215 North Main ~
Altus, Oklahoma 73521 @ 8 AM~

- I. **Call to Order, Roll Call and Determination of Quorum**
*This Agenda was posted 24 hours prior to meeting date & time at the
Altus Municipal Complex & at Main Street Altus*
- II. **Reading and Approval of November 19, 2015 Minutes** – Cathy Stone, Secretary
(Attachment)
- III. **Financial Report/ Payment of Claims** – Connie McQuinn, Treasurer
A. Approve/Disapprove Monthly Financial Statement (Attachment)
- IV. **President's Report** – Krystal Martin, President
- V. **New Business**
A. Oklahoma Nonprofit Excellence ONE Award – MSA Finalist – Banquet 4/9/16
(Attachment)
- VI. **Old Business**
- VII. **Committee Reports**
A. **Design** – Actively Open, Committee Chair
 1. Vote to Approve/Disapprove Purchase of Stop Sign & Street Signage's for
the corner of North Hudson & West Commerce
- B. **Economic Restructuring**- Bonnie McAskill, Committee Chair
- C. **Organization Reports** – Cathy Stone, Committee Chair
 1. Membership Drive Kick-Off 2016 – Connie McQuinn
 2. OKMSC Awards due 1/29/16 & Banquet 5/3/16
 3. Volunteer Development (Recruitment Brochure)
 4. Update on Advisory Board & Board Term Limits (Attachments)
 5. OKMSC Yearly Calendar 2016 (Attachment)
 6. OKMSC Quality Assurance 2016 (Attachment)

D. Promotion – Actively Seeking, Committee Chair

1. Update on 15th Candy Cane Cash “Sweet”stakes – Held 12/12/15 –
Ralph VanOostrum, Event Chair
2. Lights on the Square, Margaret Worrell, Event Chair
3. 11th Walkin’ on Chalk Sunday, March 6, 2016 – Loran Mayes, Event Chair
4. 18th Rock-N-Rumble Car Show & Cruise – Fri., 5/6/16 & Sat., 5/7/16 –
Rollann Horschler & David Braddock, Event Co-Chairs

VIII. Open Discussion

- A. Ice Rink Partnership between Chamber of MSA
- B. National Main Street Conference – Milwaukee – May 23-25, 2016

IX. Adjournment – Next meeting scheduled for Thursday, February 18, 2016

Filed City of Altus:

Date: 1-19-16 **Time:** 1:54 p.m.

City Clerk Dante Beers

MAIN STREET ALTUS MINUTES

November 19, 2015

- I. **CALL TO ORDER:** Krystal Martin called the meeting to order at 8:26 a.m. Present were: Drew George, Cory Graham, Niki Graumann, Rosalyn Hall, Krystal Martin, and Bonnie McAskill. Connie McQuinn, Shannon Preston, Mindy Smiley, Ralph VanOostrum, and Amy Jo Cobb, Program Manager.
- II. **MINUTES of the October 8, 2015 Meeting:** Krystal Martin presented the minutes. Correction in Promotion Point as noted: Candy Cane Cash drawing will be held from 10-11 a.m.
Minutes of October 27, 2015, Special Meeting: Krystal Martin presented special meeting minutes. Correction in New Business, A, as noted: "An email received by KHOWL radio station owner and Manager of Monarch Broadcasting was read to Board Members in which it was stated KHOWL and Monarch Broadcasting KWHW AM/FM & KQ106 would no longer associate with Main Street Altus." Correction in B, as noted: strike out "after which the Board Member may then rotate back onto the Board."
Motion to approve the minutes, with corrections, made by Shannon Preston, and seconded by Rosalyn Hall. The motion carried. (Yes-George, Graham, Graumann, Hall, Martin, McAskill, McQuinn, Preston, Smiley, VanOostrum; No-0).
- III. **FINANCIAL REPORT/PAYMENT OF CLAIMS:** Connie McQuinn presented October 2015 MOR and Checking Account summaries for review and discussion.
 - MOR Account \$ 14,159.21
 - Checking \$23,959.03Motion to approve the financial report was made by Corey Graham, seconded by Rosalyn Hall. The motion carried. (Yes- George, Graham, Graumann, Hall, Martin, McAskill, McQuinn, Preston, Smiley, VanOostrum; No-0).
- IV. **PRESIDENT'S REPORT-** Krystal Martin gave no formal report but reminded the board of the importance of a successful Candy Cane Cash.
- V. **NEW BUSINESS-**
 - A. **2016 Meeting dates:** Motion to approve made by Bonnie McAskill, seconded by Rosalyn Hall. The motion carried. . (Yes- George, Graham, Graumann, Hall, Martin, McAskill, McQuinn, Preston, Smiley, VanOostrum; No-0).
 - B. **Board Member of the Year 2015:** Ballots were distributed, completed and turned in following the meeting.
 - C. **New Website Expense:** Motion to approve Website Expense, which includes mobile access, Facebook scroll, and business directory and website direct connection, made by Bonnie McAskill, seconded by Rosalyn Hall. The motion carried. (Yes- George, Graham, Graumann, Hall, Martin, McAskill, McQuinn, Preston, Smiley, VanOostrum; No-0).
- VI. **OLD BUSINESS-**
 - A. **Board Training on October 27, 2015:** Linda Barnett, guest speaker for the successful and informative event, discussed the four committee points (Design, ER, Organization, and Promotion) and the benefit of an Advisory Board.
- VII. **COMMITTEE REPORTS:**
 - A. **DESIGN** -Actively Open, Committee Chair.
 1. Approve/Disapprove Purchase of Stop sign & Street Signage for the corner of North Hudson & West Commerce: Amy reported that we are awaiting quotes from several businesses for the four corners. A question arose regarding installation cost. The matter has been tabled until that information can be obtained from City of Altus, Barbara Burleson.
 - B. **Economic Restructuring** - Bonnie McAskill-Committee Chair. None to report.
 - C. **ORGANIZATION/MEMBERSHIP-** Cathy Stone-Committee Chair, not present. Program Manager, Amy Cobb, reported:
 1. Awards Committee (Cathy Bonnie and Connie) has met and will be working/writing awards to present for nomination which are due January 30, 2016.
 2. Volunteer Development- Kelli from State will review the form Cathy Stone has prepared.
 3. Membership Drive 2016-Brochures are being proofed for print. Kickoff/ mailing will begin January 2016.
 - D. **PROMOTION** -Actively Open, Committee Chair. Program Manager, Amy Cobb, reported:
 1. 15th Annual Candy Cane Cash - will be held December 12, 2015, with entertainment in the morning, ice skating all day and the Christmas Parade in the evening. There are 100 sponsors. Board members were asked to sign up to sell skating tickets.
 2. 12th annual Walkin' on Chalk - Sunday, March 6, 2016 - the AYAs (Altus Yarn Artisans) are meeting weekly on Tuesdays at the How-to Palace preparing yarn art to be used that weekend to decorate the downtown.
 3. 18th Rock-N-Rumble - May 6 & 7, 2016. Rollanne Horschler and David Braddock will co-chair the event. Event logo is due January 1, 2016.
- VIII. **MANAGER'S REPORT** - None
- IX. **OPEN DISCUSSION** - None.
- X. **ADJOURNMENT** - Next meeting to be held Thursday, January 21, 2015. The meeting was adjourned at 9:40 a.m. Cory Graham motioned to adjourn the meeting, seconded by Ralph Van Oostrum. The motion carried. (Yes-George, Graham, Graumann, Hall, Martin, McAskill, McQuinn, Preston, Smiley, VanOostrum; No-0).

Main Street Altus Budget Worksheet 2015-2016					
July 1, 2015- June 30, 2016				1/1/2016	
Sources of Cash					
	Income	Expenses	Totals	Budgeted Amount	
City of Altus	14,817.50		14,817.50	29,635.00	
Total Sources of Cash	14,817.50	0.00	14,817.50	29,635.00	
PROMOTION POINT					
Brick by Brick			0.00	150.00	
Candy Cane Cash	24,575.00	-17,077.41	7,497.59	15,000.00	
Chili Cook-off	12,158.00	-6,840.74	5,317.26	7,000.00	
Lights on the Square (2014)	90.00		90.00	-1,000.00	
Lights on the Square (2015)		-2,500.00	-2,500.00	1,500.00	
Event Banners			0.00	-1,000.00	
Rock-N-Rumble	1,250.00		1,250.00	22,000.00	
Special Events Tax			0.00	-50.00	
Walkin on Chalk		-45.66		3,000.00	
	38,073.00	-26,463.81	11,609.19	46,600.00	
Total Sources of Cash	52,890.50	-26,463.81	26,426.69	68,435.00	
Uses of Cash					
DESIGN POINT					
Alley Cats & Kittens			0.00	-200.00	
Alley Park			0.00	-200.00	
Depot	14,894.70	-7,791.74	7,102.96	-1,000.00	
Facade Grants		-852.00	-852.00	-10,000.00	
Faux windows			0.00	-200.00	
Landscaping/Decorations			0.00	0.00	EDC \$500
Meeting`		-31.13	-31.13		
Public Arts Mural			0.00	600.00	look for public support
Restoration			0.00	5,000.00	
Seasonal Banners			0.00	0.00	EDC \$700
*Upper Floor Housing			0.00	-235.00	
	14,894.70	-8,674.87	6,219.83	-6,235.00	
ECONOMIC RESTRUCTURING POINT					
Business of the Quarter				-200.00	
*Business Recruitment				-1,000.00	Restaurants & Night Life
Business Promotion		-550.00			
*Merchant Round Tables				-400.00	
Mystery Shopper				-100.00	
Welcome Bucket				-200.00	
Total ER	0.00	-550.00	0.00	-1,900.00	
ORGANIZATION POINT					
Annual Meeting			0.00	-1,500.00	
*Community Outreach - Advertisement & Self Promotion		-200.00	-200.00	-2,500.00	EDC \$500 Shopping DT
Main Street Week			0.00	-500.00	
Membership 2015	250.00		250.00		
Membership 2016		-478.00	-478.00	5,800.00	
MOR (on account + interest	22.00		22.00	30.00	
OKMSC Awards & Banquet	304.00		304.00	-500.00	
Product Sales - I Love Altus Shirts	30.00		30.00	400.00	
Product Sales - Ornaments			0.00	100.00	

	<i>Income</i>	<i>Expenses</i>	<i>Totals</i>	<i>Budgeted Amount</i>	
*Volunteer Development			0.00	-400.00	
Total Organization	606.00	-678.00	-72.00	930.00	
Office Expenses					
Equipment		-35.83	-35.83	-1,500.00	
Insurance		-951.36	-951.36	-2,600.00	
Maintenance/ Renovation		-2,815.12	-2,815.12	-5,000.00	
Membership/Dues/Subscriptions		-350.00	-350.00	-700.00	
Miscellaneous		-522.42	-522.42	-1,000.00	
Phone-Cell		-280.00	-280.00	-480.00	
Phone-Land		-1,032.17	-1,032.17	-1,800.00	
Postage		-147.00	-147.00	-400.00	
Rent & Utilities		-3,247.93	-3,247.93	-6,000.00	
Supplies		-1,299.83	-1,299.83	-2,000.00	
Tax Returns		-1,200.00	-1,200.00	-1,500.00	
Web Site (internet)		-728.70	-728.70	-500.00	Could get a sponsor
Total Office Expenses	-	-12,610.36	-12,610.36	-23,480.00	
Personnel					
Program Manager		-12,716.70	-12,716.70	-29,500.00	
Employers FICA/MED		-1,220.48	-1,220.48	-2,500.00	
Employee FICA/MED		-1,220.48	-1,220.48	0.00	
Employee IRS (A)		-1,789.99	-1,789.99	0.00	
Employee State		-522.00	-522.00	0.00	
Health Care Benefit		-2,800.00	-2,800.00	-3,600.00	
Total Program Manager		-20,269.65	-20,269.65	-35,600.00	
Part Time Personnel		-2,288.50	-2,288.50	-6,000.00	
Employee FICA/MED		-137.62	-137.62		
Employer FICA/MED		-137.62	-137.62	-	
Employee IRS		-55.00	-55.00		
Total Part Time Personnel		-2,618.74	-2,563.74	-6,000.00	
Total Personnel	-	-22,888.39	-22,888.39	-41,600.00	
Professional Development					
Conference Registrations			0.00	-600.00	
Local Meal Expenses		-156.45	-156.45	-300.00	
Training Materials			0.00	-50.00	
Travel, Lodging, Meal Exp		-2,334.97	-2,334.97	-4,000.00	
Total Prof. Dev.	-	-2,491.42	-2,334.97	-4,950.00	
Total Uses of Cash	15,500.70	-47,893.04	-31,685.89	-68,435.00	
Totals	68,391.20	-74,356.85	-5,965.65	0.00	



Selection Commission

David Hogan, Chair Kathie Coyle Nance Diamond
 J. Jerry Dickman Frederick F. Drummond Ken Fergeson Kim Henry
 Phil Lakin, Jr. Frank Merrick Polly Nichols Meg Salyer Wendi Schuur

ABOUT THE ONE AWARDS

The Oklahoma Nonprofit Excellence (ONE) Awards Program annually honors the outstanding work of Oklahoma nonprofits. As a recognition event for the Center, two dozen organizations from throughout Oklahoma, selected by the ONE Awards Selection Commission, receive cash awards honoring their achievements, dedication to community and mission, excellence in service to constituents and high standards of management. Each year, the Center gives nearly \$150,000 to these organizations during the Tulsa-based awards ceremony, and features their work in a comprehensive video outlining their accomplishments. The 2016 ONE Awards will be held on April 9, 2016. In 2014, the Center honored outstanding nonprofits by giving away the \$1 millionth dollar to the sector, since our first event seven years ago.

NOMINATION, SELECTION AND AWARDS PROCESS

During the evening's festivities, awards are presented to the 24 elite finalist organizations. Three finalists are selected for each of the eight categories. The winner of each category is awarded \$7,500, while the other two finalists are awarded \$5,000. At the conclusion of the ceremony, one overall winner is announced and receives the \$10,000 Award for Excellence. Almost \$150,000 will be awarded throughout the evening.

Honorees do not apply for the awards, but are nominated and selected by the ONE Awards Selection Commission. The Commission is composed of Oklahomans from throughout the state representing a wide variety of backgrounds and interests. They are esteemed individuals who donate their time and expertise in selecting and nominating Oklahoma nonprofits in the service categories listed below. They meet twice over the several-month process to nominate and select nonprofits. Following the initial nomination, the nonprofits are asked to submit an in-depth application demonstrating how they achieve excellence every day in the work they do and why they should be considered for this significant honor.

FINALISTS CATEGORIES

Arts & Humanities

Community

Education

Health Services

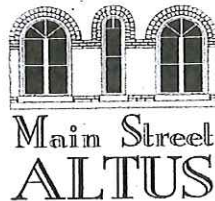
Self-Sufficiency

Seniors

Youth Development

Open Services





Looking Toward The Future Through The Past

XXXXXXX XX, 2016

Dear _____,

Main Street Altus is committed to excellence in its project based program. To help achieve this goal, we want to reach out to business leaders, civic leaders and community leaders by asking them to work with us in an advisory capacity to improve our program, processes, and opportunities for success.

I am writing to invite you to serve on the Main Street Altus Advisory Board because you are a person with respect, knowledge, and appreciation for the Main Street Altus program and as one who will make a valuable contribution.

By participation on this Board, you will be able to guide our current Board of Directors in improving and promoting the Main Street Altus program.

Main Street Altus Bylaws state that "The Advisory Board will not meet on a regular basis. Periodic meetings and/or other communications may be called by the Board of Directors for the purpose of evaluation of the program." It is the purpose of Main Street Altus to create this Advisory Board and meet approximately up to four times per year.

Thank you for considering this important position. Please indicate your acceptance and willingness to serve on this board by checking the appropriate box and signing where indicated and returning this letter to our office in the enclosed envelope or by email to mainstreetaltus@sbcglobal.net by XXXXXXXX XX, 2016.

Please contact me if you have questions.

Sincerely,

Krystal Martin
Board President
301-0687

Krystal Martin, President * Niki Graumann, Vice President * Cathy Stone, Secretary * Connie McQuinn, Treasurer
Bonnie McAskill * Cory Graham * Drew George * Kim Sellers * Mindy Smiley * Ralph VanOostrum
Roselyn Hall * Shannon Preston * Vicki Smades

P.O. Box 8384 • Altus, Oklahoma 73522 • (580) 482-2277
www.mainstreetaltus.org • mainstreetaltus@sbcglobal.net



(Please check one.)

_____ I accept the appointment to the Main Street Altus Advisory Board.

_____ I am unable to serve on this Board at this time.

Signature _____ Date _____

Main Street Altus Board Terms

Class One	Three Year Term	Current Term Will Expire	Term Limit Year
Cory Graham	X	6/30/2018	June 2021
Drew George	X	6/30/2018	June 2021
Kim Sellers	X	6/30/2018	June 2021
Mindy Smiley	X	6/30/2018	June 2021
Class Two	Three Year Term	Current Term Will Expire	Term Limit Year
Bonnie McAskill	X	6/30/2017	June 2020
Cathy Stone	X	6/30/2017	June 2020
Niki Graumann	X	6/30/2018	June 2018
Ralph VanOostrum	X	6/30/2018	June 2018
Class Three	One Year Term	Current Term Will Expire	Term Limit Year
Connie McQuinn	X	6/30/2016	June 2016
Krystal Martin	X	6/30/2016	June 2016
Rosalyn Hall	X	6/30/2016	June 2016
Shannon Preston	X	6/30/2016	June 2016
Vicki Smades	X	6/30/2016	June 2016

Communication: Acknowledge Monthly Reports and Minutes as Follows:

OKLAHOMA MAIN STREET CENTE

2016 CALENDAR



January			
1	New Year's Holiday – Main Street Office Closed		
7	Advisory Board Meeting		
8	Applications Due for New Towns		
18	Martin Luther King, Jr. Day – Main Street Office Closed		
29	Award Nominations Due – 5:00 p.m.	Commerce	Oklahoma City
February			
9	New Town Judging	Commerce	Oklahoma City
16	New Towns Announced		
15	President's Day – Main Street Office Closed		
16-19	Awards Judging	Commerce	Oklahoma City
March			
4	Top 3 Awards Announced	Commerce	Oklahoma City
14-18	New Town Program Orientation		
April			
14	Advisory Board Meeting	Commerce	Oklahoma City
May			
3	Main Street Awards Banquet		Oklahoma City
22-25	National Main Street Conference		Milwaukee, WI
30	Memorial Day – Main Street Office Closed		
June			
1-3	28th Annual Statewide Preservation Conference		Enid, OK
22-23	New Town/New Director Training		Oklahoma City
July			
4	Independence Day – Main Street Office Closed		
5-8	New Town Committee and Work plan Training		
14	Advisory Board Meeting	Commerce	Oklahoma City
15	Annual Agreements, Work plans & Surveys Due	Commerce	Oklahoma City
August			
2-4	Program Director/Volunteer Training		Stockyards City
12	New Town Work plans Due		
September			
5	Labor Day – Main Street Office Closed		
13	Application Workshop at OML Conference		Oklahoma City
October			
13	Advisory Board Meeting	Commerce	Oklahoma City
November			
1-3	Program Director/Volunteer Training		Okmulgee, OK
11	Veteran's Day – Main Street Office Closed		
15-18	National Preservation Conference		Houston, TX
18	Letters of Intent from Prospective Communities	Commerce	Oklahoma City
24 -25	Thanksgiving – Main Street Office Closed		
December			
7-8	Staff Retreat	TBA	
24-25	Christmas – Main Street Office Closed	Happy Holidays!	

Bold items indicate mandatory activities for program directors and/or community representatives.

There is a direct, positive correlation between local program success and the program's participation in national and statewide Main Street events and trainings.

Oklahoma Main Street Quality Assurance: 2016

Oklahoma Main Street Program will measure a quality rating for the local Main Street Communities. Please remember the four **bold face** activities below are mandatory for all active Main Street programs in Oklahoma. The other 8 activities are bonus opportunities to share information with other Oklahoma Main Street programs, provide feedback to the State Office, to attend educational sessions and to support the overall Main Street quality in Oklahoma. **ALL TRAININGS, WEBINARS, AND LUNCHEONS MUST BE PRE-APPROVED FOR POINTS TO COUNT. ***

Quality Assurance Activities

1. Submission of competitive Main Street Award Nominations @ 1 Pt. each
(Maximum of 10 points)
- 2. Attendance to the National Main Streets Conference @ 25 Pts.**
3. Attendance to the annual Oklahoma Main Street Banquet @ 5 Pts.
- 4. Attendance to the Annual Statewide Preservation Conference @ 25 Pts.**
5. Submission of completed annual agreement & work plan by due date. @ 5 Pts.
6. Participation in the annual customer satisfaction survey @ 1 Pt. per survey
(Maximum of 10 points)
- 7. Attendance to the August Program Manager / Volunteer Training @ 25 pts.**
8. On-time submission of monthly reinvestment reports @ 5 pts. per month
- 9. Attendance to the November Program Manager / Volunteer Training @ 25 Pts.**
10. Attendance to other approved* conferences, seminars & trainings @ 5 Pts. per day.
11. Attendance to approved* webinars pertaining to Main Street @ 1 Pt.
(Maximum of 20 points)
12. Attendance to approved* luncheons pertaining to Main Street @ 2 Pts.

Oklahoma Main Street Programs should achieve at least **125** points within the period of January through December 2016 to earn quality assurance. **If any mandatory training is missed, it MUST be made up but the makeup training is only worth 5 points.** The top 10 programs earning the most points will receive special recognition at the 2017 Annual OMSP Awards Banquet. Programs that fail to achieve at least 100 points will be placed on inactive status with all services suspended.



Head of the Herd



**SOUTHERN PRAIRIE LIBRARY SYSTEM
OCTOBER 8th, 2015
BOARD MINUTES**

The Southern Prairie Library System Board of Directors met Thursday, October 8th, 2015 at 1:00 p.m. at the Altus Public Library, 421 N. Hudson, Altus, Oklahoma.

Mrs. Jacquelyn Parrish called the meeting to order at 1:00. The roll of members was called with the following present:

Mrs. Jacquelyn Parrish
Mrs. Judie Gallagher
Mr. Gerald Smith
Mrs. Margaret Worrell

Absent: Mrs. Marti Taylor

Others present: Ms. Katherine Hale, Director

Katherine E. Hale, Director, advised that in conformity with the Oklahoma Open Meeting Act, advance notice of the 2015 regularly scheduled meetings was transmitted in writing to the County Clerk of Jackson County, Oklahoma on the 14th day of October 2014, and public notice of this meeting, together with the agenda, was posted in prominent public view on the community bulletin board in the foyer of the Altus Public Library, 421 N. Hudson, Altus, Oklahoma on the 5th of October, 2015.

Minutes

Mr. Gerald Smith moved to approve the minutes for the August 13th, 2015 meeting. Mrs. Margaret Worrell seconded and the motion carried. (Yes- Parrish, Gallagher, Smith, Worrell; No-0; Abstain-0).

Progress Report

Ms. Hale referenced the written activity reports and discussed the following activities in progress in the library system.

The Southern Prairie Library System will host an Oklahoma Performers' Showcase Video Conference on October 9th. This will be an introduction to many of the performers available for the 2016 Summer Library Reading Program. The performing artists will demonstrate their skills, expertise, and programs developed around the 2016 themes of wellness, fitness and sports.

On October 26th, the Southern Prairie Library System will host a video conference benefiting "Grandfamilies" jointly sponsored by the Oklahoma Department of Libraries and the Oklahoma Department of Human services. This free conference will be of interest to grandparents raising grandchildren. There are 25 libraries participating throughout the state.

The Jackson County Health Department will sponsor a "Group Connections" workshop at the Altus Public Library on October 20th. This program is a component of the "Parent Pro" project that is designed for parents with pre-school children.

The "Healthy, Happy, Hungry You" workshops being conducted by Meegan Mackay of Artes Pro Vitae began at Tamarack Assisted Living Center on October 6th. This project is funded by the Health Literacy grant from the Oklahoma Department of Libraries.

The Oklahoma Arts Council Conference will be held on October 20-22nd in Tulsa. The theme is "A Vision Fulfilled" and the conference will commemorate the 50th anniversary of the Oklahoma Arts Council. The OAC has been funding library activities locally since the 1980's.

The Oklahoma Humanities Council awarded grant funding of \$7,500 for the Oklahoma Chautauqua 2016 which is co-sponsored by the library system and Shortgrass Arts and Humanities Council.

The Simplex Grinnell Company conducted an analysis of the security system at the Altus Public Library, made repairs to the existing alarms, and will be making recommendations for an upgrade.

The Southern Prairie Library System will receive up to \$66,431.03 in Erate compensation for FY2015/16 telecommunications and Internet access costs for the Altus and Hollis libraries.

Claims

Mrs. Judie Gallagher moved to approve the September, 2015 claims #20457 through #20500 totaling \$70,584.35. Mrs. Margaret Worrell seconded and the motion carried. (Yes-Parrish, Gallagher, Smith, Worrell; No-0; Abstain-0).

New Business

There was no new business to come before the Board

Adjournment

The meeting was adjourned. The next meeting will be Thursday, November 12th, 2015 at 1:00 p.m. at the Altus Public Library, 421 N. Hudson, Altus, Oklahoma.

Submitted by,



Katherine E. Hale
Secretary to the Board

**SOUTHERN PRAIRIE LIBRARY SYSTEM
NOVEMBER 12TH, 2015
BOARD MINUTES**

The November Board Meeting was cancelled due to the lack of a quorum.

**SOUTHERN PRAIRIE LIBRARY SYSTEM
DECEMBER 10TH, 2015
BOARD MINUTES**

The December Board Meeting was cancelled due to the lack of a quorum.

Item No. _____

Date: February 2, 2016

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve Resolution No. 2016-____ Proposing an Ordinance to be Passed on March 22, 2016, Closing to Public Use that Portion of Platted 20-FT Alley (400 Feet) through Block 7 JARBOE ADDITION and Block 7, CORBIN & RUSSELL SECOND ADDITION, Being Further Described as the North-South Alley Lying Between Corbin Avenue on the North and "D" Street on the South; Authorizing Giving Notice to Certain Entities; or Take Any Other Appropriate Action.

INITIATOR: Brad Burgess Attorney for Centerpoint Energy

STAFF INFORMATION SOURCE: City Attorney; Planning Director

BACKGROUND: The purpose of this agenda item is to close, vacate and discontinue the public use of a portion of a platted, 20 foot alley way that runs north and south from Block 7, JARBOE ADDITION to Block 7 CORBIN & RUSSELL ADDITION for a distance of 400 feet. CenterPoint has a tower and part of an above ground facility located in the alley. In addition, CenterPoint needs to construct a drainage culvert to keep water out of its operations facility adjacent to the alleyway. Therefore, it needs the alleyway to be vacated. The alley is not currently in use by the public and to CenterPoint's knowledge, the alleyway to be vacated has never been used by the public as an alley.

Under Attorney General Opinion #1979-231, the procedure specified in 11 O.S. Section 42-101 et.seq. is the exclusive method of extinguishing a right-of-way granted or dedicated to the City for the benefit and use of the public. As required by state law, the City previously approved Resolution No. 740, that follows the statutory process of passage of a resolution proposing an ordinance to close the area to public use after the City's giving thirty (30) days' written notice to any holder of a franchise or others determined by the Council to have a special right or privilege granted by ordinance or legislative enactment (telephone, Cable TV and natural gas as well as Altus Power). After the passage of an Ordinance on March 22, 2016 closing the portion of this platted alley to public use, there will likely be a District Court action to complete the process.

This vacation will not affect any existing utility easement and the City would have the right to continue to maintain/replace any existing utilities under state law.

FUNDING: n/a

EXHIBITS: 1) Resolution No. 2016-__ proposing an Ordinance to close a portion of a platted alley; 2) Map of the portion of the platted alley to be closed to public use; and 3) Notice to be sent by the City Clerk to certain entities notifying them of the March 22, 2016 Ordinance.

COUNCIL ACTION: Vote to Approve Resolution No. 2016-___ Proposing an Ordinance to be Passed on March 22, 2016, Closing to Public Use that Portion of Platted 20-FT Alley (400 Feet) through Block 7 JARBOE ADDITION and Block 7, CORBIN & RUSSELL SECOND ADDITION, Being Further Described as the North-South Alley Lying Between Corbin Avenue on the North and "D" Street on the South; Authorizing Giving Notice to Certain Entities; or Take Any Other Appropriate Action.

STAFF RECOMMENDATION: Stated Council Action

RESOLUTION NO. 2016-__

A RESOLUTION PROPOSING AN ORDINANCE CLOSING TO PUBLIC USE A PORTION OF PLATTED, 20 FT ALLEY WAY DESCRIBED AS ALL OF THAT PORTION OF THE N-S ALLEY THROUGH BLOCK 7, JARBOE ADDITION AND BLOCK 7, CORBIN & RUSSELL SECOND ADDITION, ALL IN THE CITY OF ALTUS, JACKSON COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING FURTHER DESCRIBED AS BEGINNING AT THE NORTH RIGHT-OF-WAY LINE OF "D" AVENUE; THENCE NORTH THROUGH SAID BLOCK 7 IN SAID ADDITIONS A DISTANCE OF 400 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CORBIN AVENUE (SEE ATTACHED PLAT).

WHEREAS, BY RESOLUTION NO 740 AS APPROVED MARCH 24, 1977. THE MAYOR AND COUNCIL OF THE CITY OF ALTUS, OKLAHOMA, ESTABLISHED THE PROCEDURE FOR CLOSING A PUBLIC WAY OR EASEMENT OR PORTION THEREOF; AND

WHERE AS BY OKLAHOMA ATTORNEY GENERAL OPINION, 1979 OK AG 231, THE PROCEDURE SPECIFIED IN 11 O.S. §42-101 ET.SEQ. (1977) IS THE EXCLUSIVE METHOD OF EXTINGUISHING AN EASEMENT GRANTED OR DEDICATED TO THE CITY FOR THE BENEFIT AND USE OF THE PUBLIC.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

Section 1: That it appears that the following tract of land, situated in the County of Jackson, State of Oklahoma to-wit:

_____ All of that portion of the N-S Alley through Block 7, JARBOE ADDITION and Block 7, CORBIN & RUSSELL SECOND ADDITION, all in the City of Altus, Jackson County, Oklahoma, according to the recorded plat thereof, being further described as beginning at the North Right-of-Way line of "D" Avenue; Thence North through said Block 7 in said Additions a distance of 400 feet to the South Right-of-Way line of Corbin Avenue (see attached plat).

is not used or not required for county or municipal purposes or for the use of the holder of a franchise or anyone having a special right or privilege granted by ordinance or legislative enactment.

Section 2: That the City of Altus is burdened by the potential maintenance and upkeep of said public way and that the closing of the platted alley and street portion and right-of-way as above described will not damage the citizens of the City of Altus or the owners of property in said City.

Section 3: That after making the determinations regarding notice and giving of notice pursuant to said determinations as provided by Resolution No. 740 if it be determined that it is necessary or expedient to close the tract of land described in Section 1 hereinabove, that an Ordinance to that effect be adopted at its regular meeting on March 22, 2016.

PASSED AND APPROVED this 2nd day of February, 2016.

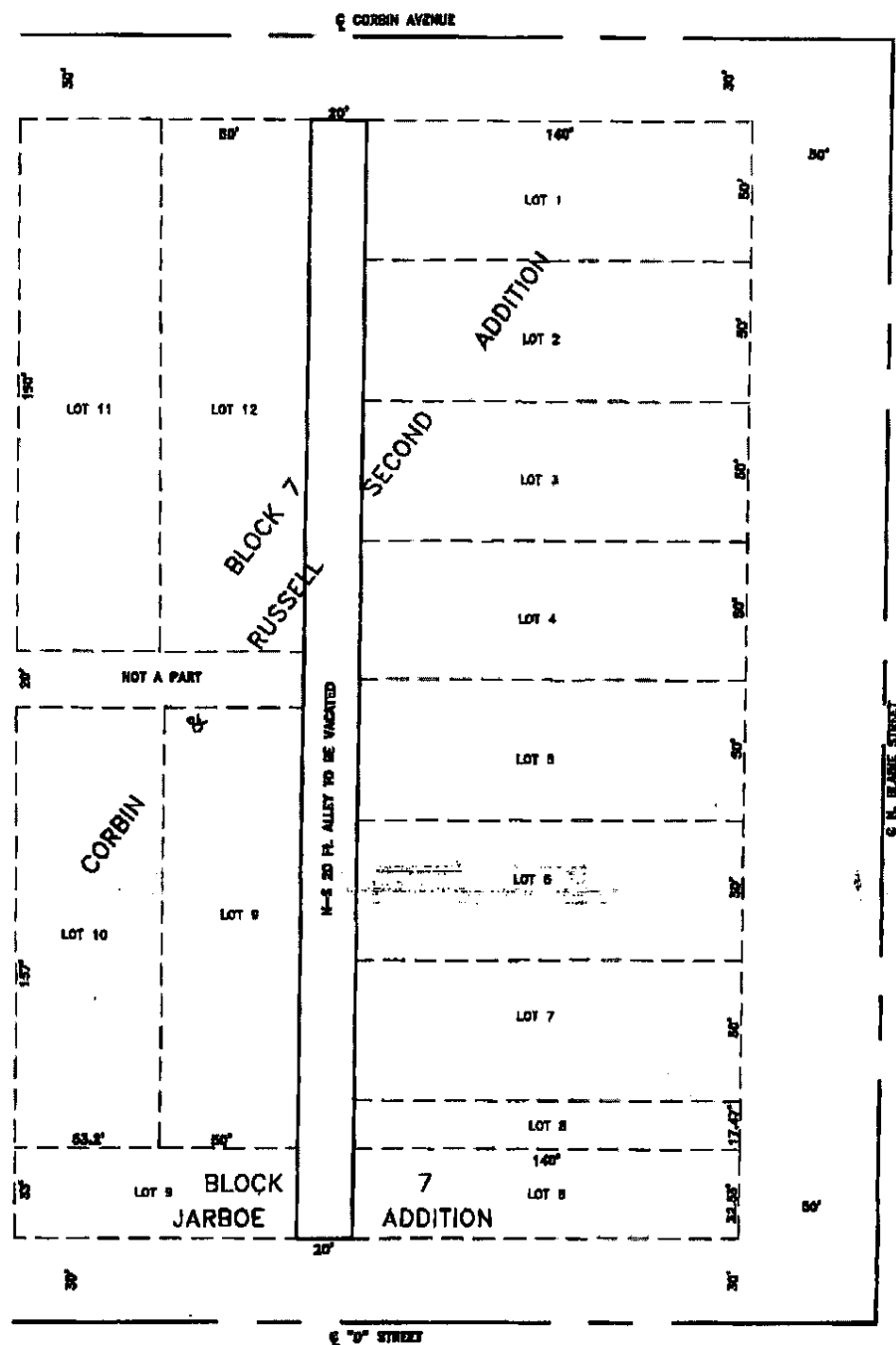
JACK SMILEY, Mayor

DEBBIE DAVIS, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ____ day of February, 2016

CATHERINE J. COKE,
City Attorney

Attachment: Close Alley Centerpoint ('1166 : Resolution Close Alley Centerpoint)



**ALLEY TO BE VACATED
CITY OF ALTUS, OKLAHOMA**

LEGAL DESCRIPTION:

All of that portion of the N-S Alley through Block 7, JARBOE ADDITION and Block 7, CORBIN & RUSSELL SECOND ADDITION, all in the City of Altus, Jackson County, Oklahoma, according to the recorded plat thereof, being further described as beginning at the North Right-of-Way line of "D" Avenue; Thence North through said Block 7 in said Additions a distance of 400 feet to the South Right-of-Way line of Corbin Avenue.

JANUARY 12, 2016

HIGHTOWER & ASSOCIATES, INC.
2514 West Lee Blvd.
Lubbock, Oklahoma 73024-6318
Ph: (806) 387-3384 / Fax: (806) 387-7532
Authorization: CA 2163 (LS) 4/26/2017

NOTICE

TO: The holders of a franchise in the City of Altus, Oklahoma and others determined to have a special right or privilege granted by Ordinance or legislative enactment to use the platted street and right-of-way.

NOTICE is hereby given that the Mayor and the Council of the City of Altus, Oklahoma, on the 22nd day of March, 2016 at 6:30 p.m. will consider whether it is necessary or expedient to close to public use ALL OF THAT PORTION OF THE N-S ALLEY THROUGH BLOCK 7, JARBOE ADDITION AND BLOCK 7, CORBIN & RUSSELL SECOND ADDITION, ALL IN THE CITY OF ALTUS, JACKSON COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING FURTHER DESCRIBED AS BEGINNING AT THE NORTH RIGHT-OF-WAY LINE OF "D" AVENUE; THENCE NORTH THROUGH SAID BLOCK 7 IN SAID ADDITIONS A DISTANCE OF 400 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CORBIN AVENUE, as described and set forth in Resolution No. 2016-___ and attached Exhibit"A", a copy of which is attached hereto and made a part hereto.

Dated this ___ day of February, 2016.

DEBBIE DAVIS, City Clerk
City of Altus, Oklahoma

CERTIFICATE OF MAILING

The undersigned certifies that on the ___ day of February, 2016, mailed a true and correct copy of the above and foregoing NOTICE, together with a copy of the Resolution NO 2016-___, adopted by the Mayor and City Council of the City of Altus, Oklahoma, on the ___ day of February 2016, with postage thereon prepaid to the following persons or corporations:

CenterPoint Energy Resources, Corp
d/b/a CenterPoint Energy Okla. Gas
Registered Agent: The Corporation Company
2833 S. Morgan Road
Oklahoma City, OK 73128

Southwestern Bell Telephone Company
Registered Agent: The Corporation Company
1833 S. Morgan Road
Oklahoma City, OK 73128

Cable One, Inc.
Registered Agent:
The Corporation Company
1833 S. Morgan Road
Oklahoma City, Oklahoma 73128

Altus Power
509 South Main Street
Altus, Oklahoma 73521

Dated this ___ day February, 2016

DEBBIE DAVIS, City Clerk

Attachment: Close Alley Centerpoint Notice (1166 : Resolution Close Alley Centerpoint)

Item No. _____

Date: February 2, 2016

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Discuss in Executive Session a Negotiation Update Between the City of Altus and the FOP, Lodge #120, and in Open Session Vote to Approve Execution by the Mayor of the Collective Bargaining Agreement (CBA) Between the City of Altus and the FOP, Lodge #120 for Fiscal Year 2015-2016, as Authorized by Section 307 (B)(2) of 25 O.S.A.

INITIATOR: City Attorney

STAFF INFORMATION SOURCE: City Manager; HR Director

BACKGROUND: This is an annual collective bargaining agreement (CBA) pursuant to state law 11 O.S.A. Section 51-111. The Budget Message for the FY 2015-2016, lists at page 2, the Highlights of FY 2015-2016 Budget. One of those listed as included items is "3% increase to compensation plans, with freezing steps". Staff will give an Update on Negotiations between the City and the FOP, Lodge #120 for FY 2015-2016 in Executive Session. In Open Session the Council will vote whether to approve and authorize execution of the Draft CBA between the City and the FOP for FY 2015-2016.

FUNDING: included in FY 2015-2016 Budget

EXHIBITS: 1) FY 2015-2016 Budget Message; and 2) Draft CBA between the City and the FOP, Lodge #120 for FY 2015-2016.

COUNCIL ACTION: Vote in Open Session to Approve Execution by the Mayor of the Collective Bargaining Agreement (CBA) between the City of Altus and the FOP, Lodge #120 for Fiscal Year 2015-2016.

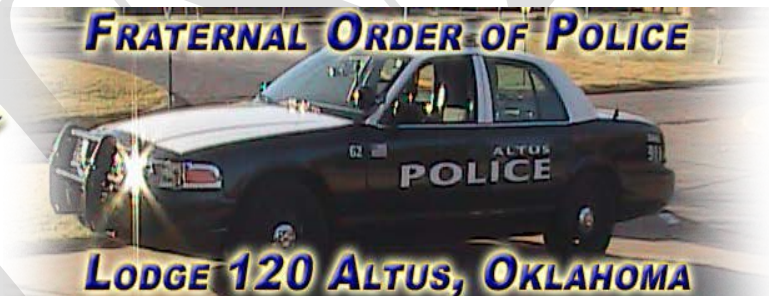
STAFF RECOMMENDATION: Stated Council Action



THE CITY OF
ALTUS
OKLAHOMA

And

THE FRATERNAL ORDER OF POLICE LODGE 120



COLLECTIVE BARGAINING AGREEMENT

1 July 2015 through 30 June 2016

TABLE OF CONTENTS

Contents

PREAMBLE.....	3
PURPOSE AND INTENT	3
ARTICLE 1-Recognition	3
ARTICLE 2-Discrimination.....	3
ARTICLE 3-Management Rights Clause.....	4
ARTICLE 4-Personnel Files.....	5
ARTICLE 5-Probationary Period.....	6
ARTICLE 6-Holidays.....	6
ARTICLE 7-Compensatory Leave/Overtime Compensation.....	6
ARTICLE 8-Vacation Leave	7
ARTICLE 9-Sick Leave.....	9
ARTICLE 10-Funeral Leave	11
ARTICLE 11-Court Leave.....	11
ARTICLE 12-Injury Leave	11
ARTICLE 13-Temporary Light Duty	11
ARTICLE 14-Health and Safety.....	12
ARTICLE 15- Liability and insurance	12
ARTICLE 16 - Wages	13
ARTICLE 17- Equipment	14
ARTICLE 18 – Equipment at Retirement.....	15
ARTICLE 19-Personal Property & Clothing Allowance	15
ARTICLE 20-Master Officer Program.....	16
ARTICLE 21-College Incentive Plan.....	21
ARTICLE 22-Advanced Police School Incentive Pay Plan	24
ARTICLE 23-Field Training Officer - Incentive Pay	24
ARTICLE 24-Bilingual Incentive Pay	25
ARTICLE 25-Lodge Business	25
ARTICLE 26-Dues Check-Off.....	26
ARTICLE 27-Reduction In Force.....	26
ARTICLE 28-Strikes	27
ARTICLE 29-Complaints Against Officers.....	27
ARTICLE 30-Grievance Procedure.....	31
ARTICLE 31-Oral Interview Boards.....	33
ARTICLE 32-Promotions Eligibility List.....	33
ARTICLE 33-Insurance.....	33
ARTICLE 34 Alcohol & Controlled Substance Testing Policy	34
ARTICLE 35— APD Firing Range.....	41
ARTICLE 36-Savings Clause.....	42
ARTICLE 37-Policies and Procedures	43
ARTICLE 38-DURATION OF THE AGREEMENT	43
ARTICLE 39-Conclusion	43
MEMORANDUM OF UNDERSTANDING 2015-2016	45
Appendix B.....	46

PREAMBLE

This Agreement is entered into by and between the City of Altus, Oklahoma, hereinafter referred to as the "Employer", and Members of the Bargaining Unit of the City of Altus Police Department, hereinafter referred to as "Officer, acting by and through its duly authorized bargaining agent, Lodge #120, Fraternal Order of Police.

PURPOSE AND INTENT

- Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for the mutual interest of the City of Altus in its capacity as an Employer of the officers of the Bargaining Agent and of the people of the City of Altus.
- Section 2. The parties recognize that the interest of the community and the job security of the officers depend upon the Employer's success in establishing proper and efficient services to the community.
- Section 3. To these ends, the Employer and the Fraternal Order of Police encourage to the fullest degree friendly and cooperative relations between their representatives at all levels and among all officers.

ARTICLE 1-Recognition

The City recognized Lodge #120 Fraternal Order of Police, hereinafter referred to as "Lodge," as the exclusive bargaining agent for all full-time, sworn law enforcement officers of the Altus Police Department except:

- A. The Chief of Police
- B. The Assistant Chief of Police

ARTICLE 2-Discrimination

- Section 1. The Employer and the Lodge agree that there shall be no discrimination against any Officer because of race, creed, sex, religion, national origin, handicap status or status of Lodgemembership.
- Section 2. The Lodge and all its Members agree to ensure equal employment opportunity for all.

- Section 3. In the event that any portion of this Agreement unintentionally conflicts with the Employer's ability and responsibility to be in full compliance with applicable state and federal laws and regulations pertinent thereto, said laws and regulations shall be controlling.

ARTICLE 3-Management Rights Clause

- Section 1. Lodge recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively, without limitation, within the rights of the Employer.
- Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the ordinances and charter of the City of Altus and the regulations promulgated thereunder:
- A. To determine Police Department Policy, including the right to manage the affairs of the Police Department in all respects;
 - B. To assign working hours, including overtime;
 - C. To direct the officers of the Police Department, including the right to hire, terminate, suspend, discipline, promote, or to transfer any officer. That the Employer shall discipline, suspend and terminate officers for good cause shown;
 - D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department and the determination of job classifications and ranks based upon duties assigned;
 - E. To determine the safety, health, and property protection measures for the Police Department;
 - F. To allocate and assign work to officers within the Police Department;
 - G. To be the sole judge of the qualifications of applicants and training, of new officers;
 - H. To schedule the operations and to determine the number and duration of hours assigned duty per week: provided that any hours worked in excess of forty (40) hours per week shall be considered overtime;
 - I. To establish and enforce Police Department rules, regulations, and orders;

- J. To introduce new, improved, or different methods and techniques of operation of the Police Department or change existing methods and techniques;
- K. To determine the amount of supervision necessary,
- L. To control the department budget;
- M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 4-Personnel Files

- Section 1. The official personnel files for all Police Department officers shall be maintained in the Human Resources Director. While Police Department Operations may keep the same information concerning officers for references (i.e. performance documentation, complaint investigation, copies of official reports, etc.) such information would be for officers, supervisors and departmental uses only.
- Section 2. The original copy of all officer's official records will be placed in the official personnel files which shall be maintained by the Human Resources office. It shall be the responsibility of the officers to provide records to the Human Resources office.
- Section 3. These records shall include, but not limited to, employment application, status sheets, written commendation, reprimands, attendance records, performance evaluations and training certificates. Training certificates shall be filed in separate, personnel folders in the Human Resources office. The Human Resources office shall in no manner be involved in determining training needs.
- Section 4. No complaints or other information of like nature will be maintained in an officer's official personnel files without a disposition.
- Section 5. Officers shall be allowed to review his or her personnel files under appropriate supervision at reasonable time to be determined by the Human Resource office or designee
- Section 6. Any officer may challenge any information maintained in the officer's official personnel files for the purpose of having such information modified or removed, provided the challenge is initiated in writing, through the office of the Human Resources Director. Each officer may initial all documents relating to disciplinary actions prior to the placement of such documents in the official personnel files. Should an officer refuse to initial said documents(s), the Police Chief or designee shall note the refusal to sign and date that action. If required by officer any item pertaining to counselings or written warnings shall be removed after three (3) years. If requested by the officer disciplinary actions resulting in written reprimands may be removed after seven (7) years, and no repeated offenses of the same nature have occurred.

Suspension, demotions or terminations may not be removed from the personnel files. (rev. fy15-16)

- Section 7. An officer's personnel file may not be released or copied, at any point after the officer has submitted a letter of resignation. Records subject to the "Oklahoma Open Records Act" set forth in Title 51 of the Oklahoma Statutes Annotated or as may be required by an Order or process from a court of competent jurisdiction are exempted.

ARTICLE 5-Probationary Period

- Section 1. Every new officer must serve a twelve (12) months probationary period, regardless of prior experience in that classification, or completed any previous period of employment with the employer. The probationary period may be extended beyond twelve (12) months, but officers will fall under the contract after 12 months.
- Section 2. Every officer shall serve at least a six (6) month probationary period upon promotion to another classification and no appointment shall be deemed final until the appointee has satisfactorily served the probationary period. In the event a probationary officer's employment is not satisfactory, or the probationary officer is found incompetent or unqualified to perform the duties of the position to which they were promoted, it shall be the duty of the Chief of Police to request a demotion to the level the appointee is qualified to perform.

ARTICLE 6-Holidays

- Section 1. The scheduling of officers during the holidays recognized by the City of Altus shall be accomplished in such a manner as to permit said officer's equal opportunities to enjoy such holidays. All officers covered under this contract shall receive a total of thirteen (13) holiday shifts off each year to be granted at the discretion of the Chief. Officers must use these days in accordance with City of Altus Policies and Procedures.

ARTICLE 7-Compensatory Leave/Overtime Compensation

- Section 1. The standard workweek shall be forty (40) hours. Compensation for overtime shall be granted in the form of compensatory time off or overtime pay at a rate of time and one-half for all hours worked over forty 40 hours in an established seven-day work period. Sick leave, vacation leave and holiday leave up to eight (8) hours maximum per shift will count as hours worked in computing overtime.

- A. Compensatory leave shall be granted at a time convenient to and approved by the Chief of Police and acceptable to the officer concerned.
 - B. All officers will be allowed to accrue up to 40 hours of compensatory time. For officers who have accrued the maximum amount of compensatory time, overtime must be paid unless agreed upon by the officer and the Human Resources Director.
 - C. All accrued compensatory time must be expended on or before June 30 of each year. Should compensatory time not be expended within this time limit, the Chief shall notify administration of the need to pay individuals for accrued hours at their regular rate of pay, to be paid on the last pay period of July.
 - D. Accrued balances of compensation time at termination of employment must be paid at a rate not less than the average regular rate of pay over the officers last three years of employment or the officer's final regular rate, whichever is higher.
 - E. When an officer works over forty (40) hours in the established seven-day work period, the officer shall declare to the Chief of Police immediately if he/she wishes to use the time as compensatory time or wishes to be paid overtime. In the event that the officer elects to be paid overtime for hours worked in excess of forty (40) hours per week, the officer shall be compensated at the rate of pay of time and one-half (1 ½) computed on base pay.
 - F. It shall be the Employer's responsibility to provide the current compensatory time balance on the bi-weekly paycheck.
- Section 2. All officers subpoenaed by the City or by the Office of the District Attorney of Jackson County or by any court of competent jurisdiction to appear in Court on a regular scheduled time off will be compensated at the rate of time and one-half base rate of pay for a minimum of one hour.
- Section 3. Officer's assigned as K-9 Handlers shall receive overtime pay at the rate of time and one-half (1 1/2) their regular rate of pay for three and one-half (3 1/2) hours per work week.

ARTICLE 8-Vacation Leave

- Section 1. Annual leave shall be accrued to each permanent full-time officer. Officers having completed twelve continuous months of service shall accumulate annual time at a rate of 80 hours per year.
- Upon completion of five (5) years of continuous service, an officer shall accumulate annual leave at the rate of 108 work hours per year.

Upon completion of ten (10) years of continuous service, an officer shall accumulate annual leave at the rate of 128 work hours per year.

Upon completion of fifteen (15) years of continuous service, an officer shall accumulate annual leave at the rate of 148 work hours per year.

Upon completion of twenty (20) years of continuous service, an officer shall accumulate annual leave at the rate of 168 hours per year.

- Section 2. Vacation leave with pay shall be granted to officers in accordance with the following provisions:
- A. An officer must have been employed by the City continuously for six months of service before being eligible to expend any accrued vacation leave.
 - B. Officer's shall not be permitted to use accrued vacation leave during a period of disciplinary suspension.
 - C. Vacation leave may be expended in less than eight (8) hour increments. Annual leave will be expended according to the officer's assigned shift.
 - D. Upon separation, an officer shall be paid for the unused portion of his/her accrued vacation leave, providing the officer had completed six (6) consecutive months of employment with the City and provided that the reason for termination is not discharged for cause. Furthermore, officers who did not give a minimum of two weeks (14 calendar days) written notice to the officer's immediate supervisor and/or department head of the resignation, and who did not work the last two (2) weeks of employment shall not receive such accrued vacation leave. In cases of unusual circumstances, a two (2) week (14 calendar days) notice can be waived upon specific approval of the department head, Human Resource Director, and the City Manager.
 - E. Each month, officers with a perfect attendance record are credited with two hours of annual leave. A total of twenty-four (24) hours of paid annual leave can be added each year to the regular paid annual leave.
 - F. An individual on disciplinary probation or suspension shall not accrue two hours of annual leave per month for perfect attendance.
 - G. All annual leave days in excess of the allowed 120 hours of carryover shall be forfeited on the first day of the month of the officer's anniversary date, provided, the City Manager may approve a thirty (30) day extension or carry-over of vacation previously approved by the Police Chief and scheduled, which otherwise would be lost where said vacation has been canceled due to the departmental, City, or court-related needs.

- H. The amount of annual leave to be expended shall be computed on the basis of the exact number of days or hours an officer is normally scheduled to work during the period leave is to be taken.
- I. Annual leave shall normally be granted and expended each calendar year, but a department head may defer an officer's vacation because of work requirements.
- J. Annual leave shall not exceed the total amount credited to an officer at the time of the proposed departure.
- K. Human Resource Department shall keep all leave records.

ARTICLE 9-Sick Leave

- Section 1. Sick leave shall be used (1) when officers are incapacitated by illness or injury; for medical, dental or optical diagnosis or treatment; (2) after exposure to a contagious disease when the attendance at duty, in opinion of the Chief jeopardizes the health of other officers, or (3) as allowed by and in compliance with the Employer's Family Medical Leave Act policy.
- Section 2. Sick leave with pay shall be granted to officers in accordance with the following provisions:
 - A. Sick leave shall not exceed the total amount accrued to the officer at the time of his absence.
 - B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave.
- Section 3. Sick leave shall be accrued for officers as follows:
 - A. One full working day shall be accrued for each full calendar month of service.
 - B. An individual shall not accrue sick leave while on injury leave (TTD), sick leave, leave without pay or FMLA leave that exceeds 30 days.
- Section 4. Sick Leave shall be expended as follows:
 - A. The amount of sick leave expended shall be computed on the basis of the exact number of days (or hours) an officer is scheduled to work during the period leave is taken.
 - B. Holidays and other non-scheduled work days shall not be included in computing sick leave expenditures.
- Section 5. The effect of separation on accrued sick leave:

- A. Accrued sick leave shall not be paid to an officer upon separation except for retirement as set forth in Section 6(G) hereof.
- B. An officer who is laid off and returns to City employment within one (1) year of lay-off shall also have former unused accrued sick leave reinstated.

Section 6. Reporting and investigation of sickness, together with other miscellaneous factors relative to sick leave shall be handled as follows:

- A. **REPORTING OF SICKNESS:** Officers who are absent from duty for reasons which entitle them to sick leave shall notify their supervisors within thirty (30) minutes prior to their usual reporting time, if physically able to do so.
- B. **MEDICAL CERTIFICATE:** When an absence due to illness exceeds three (3) days, the officer shall present satisfactory proof of illness at the time the employee returns to work. The Chief, when the absence is three days or less, may require the officer to present a doctor's statement before allowing the absence to be classified as sick leave.
- C. **INVESTIGATION OF SICKNESS:** The Human Resources Director may investigate the alleged illness of an officer absent on sick leave.
- D. **FALSE OR FRAUDULENT USE OF SICK LEAVE:** False or fraudulent use of sick leave shall be cause for disciplinary action against the offending officer to include dismissal.
- E. **CONVERSION OF SICK LEAVE:** Conversion of sick leave to vacation leave shall not be permitted.
- F. **SICK LEAVE AND HEALTH INSURANCE:** An officer may use all his/her accrued leave irrespective of and in addition to any funds received elsewhere (except Workers' Compensation) and may be granted additional time by authorizing a leave of absence without pay, if so approved by the City Manager.
- G. A maximum of one hundred twenty (120) days of sick leave can be used for illnesses. However, upon retirement full-time officers may convert sick leave which has accumulated over 120 days to vacation leave using the exchange rate of three (3) days sick leave for one (1) day of vacation. Maximum number of vacation days that can be converted from sick leave shall not exceed forty (40) days or four hundred (400) hours.

Section 7. Should an officer die in the line of duty, the officers designated beneficiary shall be paid for the officer's unused portion of his accrued sick leave time at a rate of one (1) day's salary for every three (3) days of unused sick leave accrued by the officer. Beneficiary shall be that person so named on the officers Police Pension Retirement papers.

ARTICLE 10-Funeral Leave

Officers shall be granted time off without loss of pay not to exceed three (3) consecutive scheduled working days to attend the funeral services in the event of death in the officer's immediate family. Immediate family shall be defined as: spouse and children, children's spouse, mother, father, brother, sister, grandparents and grandchildren of the officer and officer's spouse. Should an officer require additional time in excess of three (3) consecutive scheduled working days, the officer may request additional time from the Chief of Police. Additional time granted shall be charged to vacation leave, compensation leave or leave without pay.

ARTICLE 11-Court Leave

- Section 1. Any officer who is subpoenaed by the prosecution or defense in a court case from any state, local, or federal court system located outside of the corporate limits of the City of Altus, Oklahoma, will be granted leave with pay and will be reimbursed by the Employer for officers authorized expenses in the event the prosecution or defense of such court system fails to reimburse the officer for any authorized expenses incurred to witness for the prosecution or the defense. This reimbursement and leave provision does not apply to any cases not related to the officer's duties as a City of Altus police officer. In the event the prosecution or defense eventually pays, officer will then reimburse the Employer. (rev fy 15-16)

ARTICLE 12-Injury Leave

- Section 1. In the event an officer sustains a work-related injury, the Employer and the Lodge will comply with the provisions of Title 11 O.S. '50-116, and Title 85 O.S. "Workers Compensation Act," as amended.
- Section 2. An officer injured or who alleges to have suffered an on-the-job injury shall be required to sign a release of medical information that will enable the Employer to obtain medical/physical information from the treating physician(s) or treating facilities.

ARTICLE 13-Temporary Light Duty

- Section 1. An officer who has suffered an accident that would incapacitate the officer from performing the officer's regular duties as a police officer and has been advised by the officer's doctor that the officer may return to light and/or restricted duties shall be assigned to such duties as deemed appropriate and suitable by the doctor,

provided: (1) there is no one else assigned to said light and/or restricted duty, (2) the Chief of Police agrees to such assignment, (3) there are light and/or restricted duties to be performed. Light and/or restricted duties shall be defined as, but not limited to, office work, public relation, and background investigations.

- Section 2. An officer who remains on light duty for more than one hundred twenty (120) calendar days shall be required to furnish a written statement from the officer's physician which indicates a "date certain" that the officer may return to regular duty without restrictions. The City retains the right to cause the officer to undergo physical or psychological evaluation to determine fitness for duty at any time. An officer not able to perform regular duty without restrictions may be required to show why the officer should not be terminated or medically retired, if eligible.

ARTICLE 14-Health and Safety

- Section 1. The City shall pay all costs for body armor, up to a maximum of \$900.00. The type of body armor to be utilized by department personnel shall be determined by the Chief of Police. An officer shall have at the officer's discretion a physical review of the body armor to determine serviceability each year. If in the opinion of the Police Chief the body armor needs to be replaced due to natural deterioration or service related injury to the body armor, it shall be replaced. Body armor will be deemed to be unserviceable at the end of the manufacturer's recommended service life. If however, the injury to the body armor is deemed to be caused by neglect or misuse, the officer shall bear the replacement cost. The body armor will, at all times, remain City property and will be retained by the City in all circumstances.
- Section 2. Body armor purchases shall be ordered by the Employer's Purchasing Department within ten (10) business days from the receipt of the approved purchase requisition form provided all body measurement information and proper signatures are provided with the requisition for the body armor to be purchased.

ARTICLE 15- Liability and insurance

- Section 1. If an action is brought against an officer in any civil action or special proceeding in the courts of the State of Oklahoma or of the United States by reason of any act done or omitted in good faith in the course of employment, the governing body of the municipality shall direct the municipal attorney or other designated legal counsel to appear and defend to action or proceeding on behalf of the Member.
- Section 2. Should an officer need legal counsel, a written request shall be initiated by the officer and forwarded through channels to the City Manager.

- Section 3. The City agrees to provide professional liability insurance coverage for the officer and shall pay the cost of such coverage. A minimum coverage of \$25,000.00 shall be provided.

ARTICLE16 - Wages

- Section 1. If the employer offers a cost of living increase to other city employees during the contract year of 2015 – 2016 then all officers of this CBA shall receive this COLA also. Officers shall continue to receive all other benefits afforded to the general employees of the City of Altus during the contract term.

- Section 2. All officers employed who are not full-time state-certified shall have a beginning salary of Grade 14 Step 1. Officers who, at the time of hiring, are certified by CLEET, or an equivalent certification from another state's certifying body, as a full-time law enforcement officer shall start at the following step based on experience. Experience is defined as certified time as a patrol officer.

Less than 1 year experience	Grade 14, Step 1
1 year but less than 2 years	Grade 14, Step 2
2 years but less than 4 years	Grade 14, Step 3
4 years or more	Grade 14, Step 4

- Section 3. All officers of the bargaining unit shall receive performance evaluation reports during the duration of this Agreement on their respective annual evaluation date or upon completion of the required probationary period. The annual evaluation date for the purpose of the Article shall be defined as the month the officer is placed on full-time status.

- Section 4. If an individual officer receives a satisfactory performance rating on their probationary or annual evaluation report the officer shall be compensated by being placed on the step that provides at least a one-step pay increase from the current pay according to the current Police Pay Plan. However, it is understood that if an individual is in the top step of any grade, the officer will not receive a step increase.

- Section 5. A new officer shall receive a one-step increase upon certification by the State of Oklahoma.

- Section 6. When an officer is promoted to a position in a higher grade, the officer shall receive basic compensation at the lowest pay step at the new grade level, which exceeds the officer's former base pay by at least two (2) steps of pay.

- Section 7. The pay plan will consist of 13 steps of pay with a 4% increase between each step.

- Section 8. Shift Differential will be paid to all officers who work an entire shift between the hours of 1400-2200 hours and 2200 – 0600 hours. The officer will receive differential pay according to the following pay chart:

Shift pay will be: 1400 - 2200 will be paid \$5.00 per shift
 2200 - 0600 will be paid \$7.50 per shift

If the Chief of police or designee assigns officers to work special shift hours between 1400-0600, the officer will receive differential pay based on the hours worked. If the shift is split between the two shifts listed above, the officer will receive the higher differential pay i.e. an officer works from 1800 to 0200 hrs. The officer would receive the \$7.50 differential pay.

Officers who are normally scheduled on the respective shifts available for shift differential will be paid the differential when taking vacation time, sick leave or holidays.

Officers who work a differential shift on a temporary basis will be eligible for the respective shift differential rate of pay based on the above pay chart.

- Section 9. On Call Pay will be paid at the rate of \$125.00 per week, to one (1) K-9 officer and one (1) detective each week. The On Call officer must be able to respond to an emergency or call within 30 minutes and must not be under the influence of alcohol or drugs.
- Section 10. Step increase for all Officers will become effective on July 1, 2015, recurring annually on that same date of July 1st of each year.

ARTICLE 17- Equipment

- Section 1. The Employer shall provide and equip all officers with the necessary equipment to perform their basic duties. This equipment is to include, but is not limited to, the following:
- 1 – Firearm (Duty Weapon)
 - 3 – Magazines for Duty Weapon
 - 1 – Handcuffs
 - 1 – Expandable Baton
 - 1 – Radio
 - 1 – Duty Belt
 - 1 – Inner Belt
 - 1 – Duty Holster
 - 1 – Baton Holder
 - 1 – Handcuff Case
 - 1 – Radio Holder
 - 1 – Double Magazine Case
 - 1 – Set of Belt Keepers
 - 4 – Duty Uniform Shirt (Short Sleeve)
 - 4 – Duty Uniform Shirt (Long Sleeve)
 - 4 – Duty Uniform Pant

- 1 – Altus PD T-shirt
- 1 – BDU Shirt
- 1 – BDU Pant
- 1 – APD Ball Cap
- 1 – Campaign Style Hat
- 1 – Winter Jacket / Coat
- 1 – Rain Jacket / Coat
- 3 – Badges
- 1 – Nameplate

- Section 2. The Employer shall also provide any other equipment required to be worn on the Duty Uniform i.e. nameplates, stripes. The Employer shall provide this equipment within a reasonable amount of time. The Employer will also provide replacement equipment to all officers in the event that theirs becomes worn, unserviceable and/or broken.

ARTICLE 18 – Equipment at Retirement

- Section 1. Upon an officer's retirement, the City shall provide the retiring officer with their Police badge, and a current set of uniforms. The City shall also allow an officer who is certified by CLEET, in good standing with the City, and has been employed for the past three years, to be awarded the officer's City issued duty weapon. These items will be awarded to the officer the first possible City Council meeting following the officer's retirement date or on their last day of employment with the City.

ARTICLE 19-Personal Property & Clothing Allowance

- Section 1.
- A. The Employer shall repair, replace, or reimburse an officer, within a reasonable length of time for any of the below items which are privately owned and are suddenly, and unexpectedly damaged, destroyed, or lost as a result of on-the-job duties.

Prescription Eye Wear	Up to \$200.00	Footwear	Up to \$125.00
Cell Phone	Up to \$200.00	Sunglasses	Up to \$30.00
Weapon	Up to \$800.00		
Watches	Up to \$50.00		

- B. Articles of clothing worn by members of the Detective Division that are suddenly and unexpectedly damaged, destroyed, or lost as a result of on-the-job duties are subject to be replaced at the discretion of the City. Officers will be required to file

a claim with the City and the loss will be evaluated by the City Manager, or designee, on a case by case basis.

- Section 2. An officer shall also be required to provide the City with a written estimate of repair, replacement, or reimbursement of the damaged, destroyed, or lost property. An officer shall also be required to provide the City with a receipt for the purchase of replacement personal property. The City shall have the right to approve or disapprove of any repair, replacement or reimbursement of personal property in the City's discretion. The City shall only be responsible for payment for an approved purchase and only up to the maximum amounts stated in Section 1. An officer with a cell phone that is suddenly and unexpectedly damaged, destroyed, or lost as a result of on-the-job duties are eligible for reimbursement of the loss, up to \$200. Officers will be required to provide the City with proof of the deductible payment to the cell phone provider for the replacement, of the phone. Officers will be required to report the loss to their supervisor on the shift the loss occurred. In the event the Officer was unable to report the loss to the supervisor, due to abnormal circumstances, the Officer shall report the loss within two days of the discovery, of the loss. A radio log entry by dispatch shall be sufficient initial notice to the City, of the loss. Supporting documents listed in Section 3 shall also be required.
- Section 3. The City may require an officer to provide additional verification to determine the validity of the claim such as police radio logs, other officer's statements, witness statement, if any.
- Section 4. The City shall retain the right to determine the feasibility of either repairing or replacing damaged or destroyed so named personal item. Should the item be determined to be destroyed and maximum amount paid, the item shall be surrendered to the City.
- Section 5. The Employer shall have a maximum liability of \$1,000.00 for replacement or repair of personal property annually for the department.
- Section 6. The employer agrees to budget \$400.00 per fiscal year, per non-uniformed (Detective) employee, for purchase of clothing used in the performance of duties for the City of Altus. In the event that a uniformed officer is transferred to the non-uniformed (Detective) division the employee shall be allowed a prorated amount. Each eligible employee can charge \$400.00 on the employee's city purchase card, or by purchase order, as of July 1, of each new fiscal year. All normal purchasing and purchase card policies will apply to these purchases. (Rev. FY 15-16)

ARTICLE 20-Master Officer Program

This program is designed to formally recognize the capabilities of above average police officers and to pay for those capabilities and occasional supervisory services of above average police officers.

Section 2. OBJECTIVES:

- A. Capabilities: To formally recognize the capabilities of above average police officers.
- B. Supervisory Training: To afford the above average police officer the occasional opportunity to demonstrate supervisory abilities.
- C. Compensation: To pay for the capabilities and occasional supervisory services of above average police officer.

Section 3. DESCRIPTION:

- A. POLICE DUTIES: A Master Officer's police duties shall be the same as a Police Officer.
- B. SUPERVISORY DUTIES: A Master Officer may temporarily act in a supervisory capacity only when assigned to do so by the Shift Commander or higher authority. A Master Officer may only act in this capacity on an as needed basis only and should be on rare occasions.
- C. DESIGNATION: Master Officer will be considered a designation rather than a rank.

Section 4. REQUIREMENTS:

- A. SERVICE: An officer must have completed a total of four (4) years of full-time service with the Altus Police Department.
- B. EVALUATION: An officer must have received an overall rating of standard or above on the officer's annual performance evaluation for the previous year.
- C. TRAINING: An officer must have successfully completed twenty-four (24) hours of Law Enforcement training plus two (2) hours of mental health training per CLEET regulations for the previous year.
- D. WEAPONS: An officer must have successfully completed one Altus Police Department pistol qualification course during the service year preceding the designation.
- E. DISCIPLINARY ACTION: An officer must not have received any formal disciplinary action, which resulted in a suspension of two (2) or more days without pay or reduced in step or grade during the service year preceding the designation.

- F. **RECOMMENDATIONS:** To be eligible for consideration the officer must request in writing to any three of the officers supervisors: Sergeant, Lieutenant(s), Captain, Deputy Chief, or Chief of Police to be considered for a Master Officer position. The three supervisors receiving the recommendation request must acknowledge the officer in writing whether or not that particular supervisor will or will not recommend the officer for Master Officer. An eligible officer receiving three written recommendations then shall forward the recommendations to the Plans & Operations Officer or their designee prior to the close of business Friday the first week of January for the March test cycle and close of business Friday the first week of August for the October test cycle. The recommended officer will be notified no later than sixty (60) days prior to the next testing of the place, date and time in order to prepare. The officers' failure to obtain the three (3) recommendations and turn the recommendations into the Plans & Operations Officer or the designee by the deadline will result in the officer being denied to test in the upcoming testing cycle. An officer not receiving three recommendations may request a meeting with the above mentioned supervisor(s) to address the denial. The reasons the officer was not recommended shall be provided in writing prior to the meeting with the supervisors. It shall be the responsibility of those not recommending the officer to provide the written reasons. An officer who does not resolve the situation by meeting with the officer's supervisors prior to the deadline for recommendations shall have to wait until the next testing cycle to apply again, if the officer meets all other requirements.

An officer may begin the recommendation process prior to the officer's four-year anniversary date, but may only test if the next test date is after their anniversary date.

Section 5. EXAMINATION PROCEDURES:

- A. **DATES:** The City of Altus shall administer a Master Officer test in March and October of each year. The exact day shall be determined by the Human Resources office according to the Human Resource offices work schedule and communicated in writing to all eligible officers.
- B. **TESTING:** A recommended officer will be notified by the Human Resources Office no less than sixty (60) days prior to testing in order for the officer to obtain any additional study materials needed.

Section 6. WRITTEN EXAMINATION:

- A. **ADMINISTRATION:** The written examination shall be administered by the Deputy Chief or designee.
- B. **GRADING:** The written examination shall be graded by the Human Resources Director or the director's designee. The officer's written examination score shall be graded on a scale of 0 - 100.

- C. SCORING: The passing score on the written examination shall be seventy (70).
- D. RETESTING: An officer who does not pass the Master Officer written examination shall be eligible to test the next testing cycle if the officer meets—all other requirements.
- E. TEST MATERIAL: The in-house Master Officer Exam will consist of questions obtained from the City of Altus Policies and Procedures, Standard Operating Procedures of the Altus Police Department, current City Ordinances and current State Statutes. In general, this will be the study material.

Section 7. TEST SCORES:

- A. RESULTS: The Deputy Chief or designee shall post on the Police Department bulletin board the names of all officers who achieve a score of seventy (70) or above. All officers successfully passing the written test for Master Officer shall be designated as such by the City.

Section 8. DESIGNATION:

- A. GENERAL: The Master Officer designation is an incentive designation, not a rank or position classification. The Master Officer designation will not be used to change or alter an officer's seniority within the Altus Police Department.
- B. I.D. CARD: A Master Officers I.D. Card shall reflect the position classification of a Police Patrolman or Detective.
- C. BADGE: A Master Officer's badge shall reflect the position classification of Police Officer or Detective.
- D. INSIGNIA: A Master Officer may wear at the officer's expense a gold name plate with the designation of Master Officer appearing above the officer's last name. Further, a Master Officer may wear at the City's expense the blue and white corporal chevrons on their shirt sleeves according to the current Standard Operating Procedure Manual.

Section 9. COMPENSATION:

A Master Officer shall receive a monthly bonus of sixty-five (65) dollars. Master Officer Pay incentives paid to officers covered under this agreement shall continue for these officers who are promoted to Sergeant, Lieutenant or Captain. In addition to their higher pay grade, those who had been designated as Master Officer prior to their promotion to Lieutenant or Captain will continue to receive the Master Officer Pay incentive as part of their base pay. Officers must maintain the Master Officer Standards set forth in Article 20, Section 11 of this agreement.

Section 10. EFFECTIVE DATE:

An officer who passes the Master Officer written examination shall be designated as a Master Officer on the first pay period following successful completion of the written test.

Section 11. STANDARDS:

- A. **EVALUATIONS:** A Master Officer must maintain an overall average of standard or above on each of the officer's annual evaluation.
- B. **TRAINING:** A Master Officer must successfully complete twenty-six (26) hours of Law Enforcement training, which shall include two (2) hours of mental health training per CLEET regulation.
- C. **WEAPONS:** A Master Officer must successfully complete one Altus Police Department pistol qualification course during each service year.

Section 12. REMOVAL:

Master Officer Designation and pay may only be removed for the following reasons:

- A. Officer fails to maintain the standards of the Master Officer program.
- B. Officer receives formal disciplinary action, which results in a suspension of four (4) or more working days, without pay, after receiving the designation of Master Officer, and the Chief of Police also specifically recommends that the designation and incentive pay be removed.
- C. When the Master Officer designation and pay incentive are removed from an officer, the officer must wait a minimum of twelve (12) calendar months prior to being eligible to take the next Master Officer test. The officer shall also be required to obtain three written recommendations to test from his immediate supervisors.

Section 13. APPEAL:

A Master Officer may appeal the removal of his master officer designation and incentive pay as the result of disciplinary action in accordance with the provisions of the collective bargaining agreement entered into between the City of Altus and the Fraternal Order of Police Lodge No. 120.

Section 14. TEST REVIEW:

The in-house Master Officer exam will be reviewed and updated annually by July 31st of each year. The review committee will consist of Sergeants and above as appointed by the Human Resources Director.

ARTICLE 21-College Incentive Plan

Section 1. The philosophy or intent implied in the formulation of an incentive pay plan for officers is to improve the education level of law enforcement personnel. It is for this purpose that the benefits included with this pay plan are offered. Implied throughout this incentive pay plan is the premise that this plan should act as an incentive for the attainment of a broader background in areas that would contribute to a law enforcement career. Also implied is the premise that the enhanced educational background should reflect itself in job performance.

Section 2. There are three specific goals, which are part of this incentive pay plan. These are:

- A. To upgrade the educational level of the personnel of the Altus Police Department.
- B. To assist in the attraction of individuals who have an interest in law enforcement.
- C. To retain qualified police officers who have exhibited a desire for self-improvement.

Section 3. Educational credit will be limited to actual accredited college hours attained and does not include equivalency test hours or any other hours where actual attendance was not required. Payments shall be made equally on each paycheck.

Section 4. To attain status for inclusion in the College Incentive Pay, an officer must be a state certified police officer, whose primary duties are the enforcement of local and state laws, and must be on full-time, employment status. (A probationary officer is eligible under Section 6 if state certified, but not under Section 9 which is the tuition reimbursement program).

Section 5. College Incentive Pay

Pay for purposes of this incentive plan shall be awarded on the following, basis. Each hour compensated for must have a grade point average of 2.0 on a 4.0 scale, ("C"). Approved accredited college hours will be paid at \$1.00 per hour per month not to exceed a maximum of \$65.00 per month without a degree. College degrees earned will be paid as shown, non-cumulative in the course curriculum listed in Appendix B.

Associate Degree			\$ 70.00 per month
B.A. Degree			\$ 90.00 per month
M.A. Degree			\$110.00 per month

The parties agree that the provisions of Section 5 shall not apply to those members who had obtained degrees or completed courses in fields not related to law enforcement prior to July 1, 1999. Those officers will be entitled to continue to receive the incentive set forth in Section 6 for the courses or degrees held as of July 1, 1999. Officers who have not yet obtained a degree should confer with the

City Manager to determine whether the area being pursued qualified for degree incentive pay under this Section.

- Section 6. Credit hours will be re-totaled for the purposes of incentive pay after successful completion of the educational work, recommendation by the Chief of Police and authorization by the City Manager.
- Section 7. The purpose of this order is to establish a procedure of receiving college incentive pay. An Officer must, to attain status of inclusion in the incentive pay plan, provide college transcript, diploma, or official document stating courses completed and passed prior to receiving incentive pay. In the case of a document other than a transcript, an official transcript must be submitted as soon as possible after completion of the semester.
- Section 8. College Tuition Reimbursement
- A. College Tuition assistance shall be provided to regular full-time officers who have completed a probationary period of employment with a satisfactory or above evaluation. An officer who is under disciplinary probation or suspension is not eligible for tuition reimbursement, even if prior approval for the reimbursement has been given.
 - B. Each officer must successfully meet tuition reimbursement requirements for courses administered by a qualified, accredited college or university.
 - C. Courses will not be scheduled or attended during an officer's regular schedule working hours with the Employer.
 - D. Tuition is defined as payment required of an individual for enrollment to receive instruction in any accredited institution of Higher Education. Tuition for the purpose of this Article shall include seventy-five (75) percent of the total enrollment costs, excluding books, required to receive instruction under a college degree program listed in appendix B.
 - E. Reimbursement Requirements:
 - 1. Prior to the first day of course work an officer shall submit an official list of courses to be taken to the City Manager for approval to ensure reimbursement for tuition costs after completing and passing the course(s).
 - 2. Upon successful completion of an approved course(s), the officer shall sign a claim form for reimbursement of tuition, and present receipts from the educational institution attended reflecting amounts paid, less amounts received from other tuition scholarships.

3. The officer must present a grade report reflecting a “C” or better to qualify for tuition reimbursement.
 4. Officers will be required to submit certificates of completion, grade transcripts, and paid receipts to the Human Resource Department so that a record may be made on the personnel record and for reimbursement purposes.
 5. All claims for reimbursement must be submitted within ninety (90) days of the end of term date.
 6. The officer is obligated to continue employment with the Employer for a minimum period of two (2) years following completion of the course(s) or forfeit costs paid by the employer which may be withheld from the officer’s final paycheck.
 7. Officers are encouraged to research, apply for, and obtain other outside financial assistance such as scholarships, grants, Veterans Administration.
 8. If the officer is receiving tuition assistance, a grant, or a scholarship from a source other than the City of Altus, where the officer did not contribute funds in order to be eligible (a military program for example), the City will reimburse the officer the balance of the tuition expenses. The officer shall notify the City of Altus of other financial assistance the officer may be receiving at the time application is made for tuition reimbursement for City of Altus assistance.
- F. Approving/Disapproving Authority: The City Manager has final discretionary authority in the approval or disapproval of any and all requests for tuition reimbursement.
- G. Tuition Not Covered: This section does not include charges for attending seminars, workshops, or required short courses covered under the Department’s travel and training budget. Charges for this type of training are paid in full by the Employer if approved by the Chief of Police. The employer will not reimburse for law school, medical school, or other Ph.D. programs or other degrees beyond the Master’s Degree program.
- H. Federal Income Tax Regulations: Job-related education reimbursement may be subject to Federal withholding and, if so, will be reported as income on the officer’s W-2 reporting form. The Employer complies with all Federal guidelines for educational assistance tuition reimbursement taxation requirements.
- Section 9. All Members of the Bargaining Unit who are currently receiving the maximum amount of \$70.00 per month for college credit hours, without having a college degree, under the terms of past agreements shall not be affected by the maximum limit established under the provisions of Section 6 of this Article.

ARTICLE 22-Advanced Police School Incentive Pay Plan

- Section 1. The intent of this incentive pay plan is to promote continued advanced education in the police field, thereby ensuring, the quality of service provided by the Members of the Altus Police Department.
- Section 2. There are specific goals which are part of this incentive pay plan:
- A. To upgrade the educational level of personnel of the Altus Police Department.
 - B. To assist in attracting quality applicants for the position of Police Officer.
 - C. To retain quality officers who exhibit a desire for self-improvement.
- Section 3. Beginning July 1, 2005, all certified police officers who are full-time permanent officers will receive \$63.13 per pay period as APS incentive pay. Newly hired officers shall be eligible for APS incentive pay upon completion of both probationary period and CLEET certification.
- The Advanced Police School Incentive Pay shall be converted from \$63.13 per pay period and rolled into the pay scale at .79/hour. This increase will help with recruitment and simplification of payroll. Receiving the required hours of CLEET training is a condition of employment. Therefore, this is not an incentive and would best be used as part of the pay scale. This section may be removed from the CBA for the contract year 2016-2017, after the conversion to the pay scale.**
- Section 4. It shall be the responsibility of the City to provide budget funds and opportunity for all officers to receive the required 26 twenty-six hours of CLEET training per year. It shall be the responsibility of the Police Administration to encourage and provide opportunity for officers to receive continuing education as budgeting allows over the (26) Twenty-Six hours of mandatory training required by the Council on Law Enforcement Education and Training (CLEET). All training requests requiring budget expenditures must be pre-approved by the City Administrator. All training certificates must be turned into the Human Resource Department to be kept in the individual's training records.

ARTICLE 23-Field Training Officer - Incentive Pay

- Section 1. Any time that a new officer is being trained in the Field Training Officer Program of the Altus Police Department and spends an entire shift with a regular full-time officer, and that officer completes a daily observation report on the new officer, such officer is eligible for compensation under this incentive program.

- Section 2. Pay for this incentive shall be figured at \$10.00 (ten dollars) per training day for the training officer while the new officer is being trained and evaluated. Payment shall be included in the regular paycheck.
- Section 3. The Chief of Police or a designee shall have sole authority and discretion as to whom the new officer shall be assigned to for training.

ARTICLE 24-Bilingual Incentive Pay

- Section 1. A Certified Police Officer who passes the current College Level Examination Program (CLEP) which will be provided by Western Oklahoma State College (WOSC) which demonstrates the officer's ability to read, write and speak fluently a language in addition to English will receive \$20.00 (twenty dollars) per pay period. This payment shall be included in the officer's regular paycheck.
- Section 2. Officers will not receive additional pay, other than the Bilingual Pay, for services while on duty. If services are required while off duty, the officer will receive pay according to the appropriate hourly rate.
- Section 3. The City will determine the requirements for bilingual officers. Only when it is demonstrated by a significant population, speaking a language other than English, will the City consider adding additional exams and designating qualified officer's to perform these services and receive the additional pay.

ARTICLE 25-Lodge Business

- Section 1. The President of Lodge #120 and/or the Presidents designee shall be granted an aggregate of one hundred and twenty hours of leave annually without loss of pay to attend Lodge meetings, seminars, or arbitration hearings, such leave to be granted at times within the discretion of the Chief of Police. This leave is not considered annual leave.
- Section 2. Members of Lodge #120 may utilize previously approved lunch breaks or rest breaks to participate in Lodge meetings and/or Lodge business provided, however, that all officers shall remain on call and are required to respond to calls under the same conditions as if the officer (s) were on lunch or rest breaks but not engaged in Lodge business. On duty officers may attend meetings for short time periods provided that the member is not immediately needed to respond to calls. These temporary visits will not prevent the officer from responding to calls as required by the need of the department.
- Section 3. The lodge may install, at its own expense, one bulletin board not to exceed 4X4 foot on space provided in the department's briefing room. The use of the bulletin

board shall be limited to Lodge notices and other Lodge business. Any unauthorized material appearing on the bulletin board will be removed by Lodge officers upon written request by the Employer or may be removed by the Employer without request if the material is improper or offensive, provided that a written notice is sent to the Lodge President noting the removal of material from the bulletin board. Material appearing on the bulletin board will be reviewed by a Lodge Officer prior to being placed on the board.

ARTICLE 26-Dues Check-Off

- Section 1. Upon the officer's written authorization or an authorization form acceptable to the Employer, the Employer agrees to deduct from the salary of each officer, once each month, an amount certified as the Lodge dues and to forward said dues to the Lodge Treasurer or other authorized Lodge official. Such officer's authorization shall remain in full force and effect until terminated in writing by the officer or until termination of the officer's employment.
- Section 2. The Lodge shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.
- Section 3. The City shall receive a fee of two and one-half (2 ½%) percent of the Lodge dues deducted, per officer, per month to cover administrative costs accrued for the dues deductions.

ARTICLE 27-Reduction In Force

- Section 1. In the case of personnel reductions, the officer with the least amount of seniority shall be laid off first. In determining seniority for the purpose of reduction in force, only time served as a full-time paid officer of the Altus Police Department shall be counted. In the event of identical dates of seniority, the date of the job application to the City of Altus shall be controlling. For a period of twelve months after the reduction, no new officer shall be hired for the position involved until the person laid off has been given the opportunity to return to work as provided in Section 2 below.
- Section 2. Fourteen (14) days notice shall be given by the City to the officer to be laid off. In the event, the City of Altus elects to reinstate the position within twelve months of the layoff, the officer who was laid off shall be notified by registered mail of the opening and shall have fourteen (14) days to accept reemployment before the City may hire another person to fill the position.

ARTICLE 28-Strikes

- Section 1. Lodge shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the Employer's function, operation or service for any reason, nor shall it in any manner, coerce, intimidate, induce, sanction, suggest, conspire with, promote, support, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignations, mass absenteeism, picketing, or any, type of concerted work stoppage. Lodge shall not aid or assist any person or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds financial and other assistance for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, that Lodge may provide legal representation. In applying the provisions of the Article, all of terms used herein shall be given the meaning commonly, understood. Lodge shall not be in breach of the Agreement where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by Lodge.
- Section 2. Upon notification confirmed in writing by Employer to Lodge that certain Members are engaging in a wildcat strike, Lodge shall immediately, in writing, order such members to return to work at once and provide Employer with a copy of such an order, and a responsible official of Lodge shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. The notification shall be made solely on the representation of the Employer. In the event that wildcat strike occurs, Lodge agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

ARTICLE 29-Complaints Against Officers

- Section 1. This Article is designed to establish formal guidelines by which complaints against Police officers may be processed in such a manner to afford certain safeguards in determining the validity of such complaints.
- Section 2. **CITIZEN COMPLAINTS.** A citizen complaint refers to a complaint made against a Police Officer of the City of Altus by a person who is not an official or officer of the City. The procedures established herein shall be used when a formal complaint is registered against an officer by any citizen who makes allegations which, if true, could result in disciplinary action.

An officer receiving a complaint from a citizen regarding the actions of an Altus Police officer shall refer the complainant to the Chief of Police, designee, or a supervisory officer. Basic information shall be obtained (date, time, complainant's name, name of officer, witnesses, etc.).

- A. The complainant shall then be required to file a written statement setting out in detail the circumstances involved. The complainant shall be required to swear to and sign the complaint in front of a notary public. (In matters of a serious nature if the complainant declines to properly file a written statement then the matter may be processed as an Internal Complaint.)
- B. The complaint will be forwarded through the chain of command to the Chief of Police. The Chief, using discretion may, either assign the complaint to a supervisory officer for further investigation or may retain an independent person or entity to conduct the investigation, giving instructions that the investigation is impartial and objective, and in no case shall any relative or associate or former associate of any City official be retained to conduct the investigation.

Section 3. INTERNAL COMPLAINTS. In addition to complaints by citizens, this Article addresses the method by which internal complaints, which if true, could result in disciplinary action against a Police Officer will be addressed. Serious disciplinary action for the purpose of this Article is defined as suspension without pay, demotion, reduction in rank and/or termination. If the first line supervisor does not recommend serious disciplinary action, then the provisions of this Article shall not apply. For the purpose of this section an internal complaint includes:

- A. An internal complaint of officer misconduct originating from a fellow officer, supervisor, Chief of Police or from the Office of the City Manager;
- B. An internal complaint of officer misconduct of a serious nature originating from an anonymous source (i.e. telephone call, mail etc.);
- C. An internal complaint of officer misconduct of a serious nature originating from a citizen's complaint in which the citizen refuses to prepare a written statement or refuses to sign a written statement under oath.
- D. The complaint will be forwarded through the chain of command to the Chief of Police. The Chief may, using discretion, either assign the complaint to a supervisory officer for further investigation or the Chief may retain an independent person or entity to conduct the investigation, giving instructions that the investigation shall be impartial and objective and in no case shall a relative or associate or former associate of a City official be retained to conduct the investigation.

Section 4. In cases of citizen or internal complaints on which further investigation is necessary, the officer shall be notified of the investigation and provided a copy of the complaint and a copy of the investigator's initial statement. This statement will set out the charges with sufficient specificity, including the complainant's name, so as to fully inform the officer of the nature and circumstances of the alleged violation. This notification will be made within five (5) calendar days of receipt of the complaint.

This notification may be delayed when it is suspected that the officer misconduct is ongoing or about to occur, but will only be delayed for such time necessary to allow for a reasonable and proper investigation.

This notification may also be delayed in cases involving possible criminal misconduct, but only for such time necessary to allow for a reasonable and proper investigation. Such notification shall be given prior to any interview, questioning, or discipline of the affected officer.

- Section 5. Investigation of a complaint against an officer shall begin upon receipt of said complaint as assigned by the Chief of Police.
- A. Any written, or recorded statement, or summary thereof, made by the complainant, or any witness, to an investigating officer shall be made available to the officer prior to any questioning.
 - B. An officer who is the subject of a complaint shall be prohibited from contacting the complainant or any person with direct knowledge of the complaint in an attempt to discourage the complainant from following through with a complaint, or in an effort to affect the outcome of the investigation.
 - C. The investigation shall be completed within sixty (60) calendar days of notification to the officer, and sooner if possible.
 - D. Any person making a complaint against an officer may be offered the opportunity to complete a polygraph examination. The officer may also be offered the opportunity to complete a polygraph examination, provided that such examination shall not be mandatory. The results of a polygraph examination shall only be adversely admitted or relied upon after corroborating statements, evidence and exhibits have been presented.
- Section 6. If a complainant expresses the desire to withdraw the complaint, the complainant will be required to sign a statement so the case can be closed. If a complainant refuses to sign such a waiver the investigating officer, using discretion, may find the complaint unfounded and may forward a recommendation that the case be closed to the Chief of Police. The Chief of Police shall have discretion of whether the case should be closed or the investigation continued.
- Section 7. When an officer is under investigation pursuant to a citizen or internal complaint for any reason that could result in disciplinary action, such investigation shall be conducted under the following conditions:
- A. The officer shall have the right of Lodge representation during all conferences, interview sessions, and meetings with investigators or superiors, to include pre and post-determination hearings.

- B. The initial discussion with investigators or supervisory personnel shall be limited to giving notice to the officer of the complaint received. Preliminary discussion will not include questioning, or requiring oral or written documentation about the complaint.
- C. The Employer shall not discipline, discriminate or take any adverse action solely because an officer exercises the right of representation, or other rights granted by this Agreement.
- D. Subsequent interviews shall be limited to questions which are specific, directly and narrowly related to the officer's performance or fitness for duty and the substance of the complaint.
- E. Any interview will be conducted at a reasonable hour, preferably during the officer's duty hours.
- F. The officer under investigation shall be informed of the rank and name of the investigating officer as well as all other persons in the room. All questions shall be asked by one investigator at any one time.
- G. Interview sessions shall be for reasonable periods. Break and rest periods will be allowed as reasonably necessary.
- H. The officer under investigation shall not be subjected to offensive language or threatened with dismissal, transfer, or other disciplinary action. No promise or reward shall be made as inducement to answer any questions.
- I. In the case of an internal complaint, an officer shall not be required to give a written statement unless the complainant has given a signed, sworn, and notarized statement or unless as required by Garrity vs. New Jersey, 385 U.S. 493 (1967).
- J. Interview sessions may be taped or recorded in written form at the discretion of the investigating officer. Officers under investigation may record the sessions with their own equipment and at their own expense. Records and tapes compiled by the investigator shall be retained by the Employer, and may be used at the discretion of the Employer in administrative hearings or for other administrative purposes.
- K. Should disciplinary action result, at the request of the officer or F.O.P. Representative, copies of all reports, summaries, tapes, transcripts, notes, documents, photographs, and other records of the investigation which contain all known material facts, inculpatory and exculpatory evidence, opinions or recommendations shall be furnished to the officer.

Section 8. If an officer is arrested, or likely to be arrested, or the allegations have a potential for criminal sanctions, the officer shall be afforded the same constitutional rights as any other person, including, but not limited to, the right to remain silent and the

right to counsel. In such cases, the officer will be notified of these rights before any questioning.

- Section 9. Officers named as defendants in civil suits have the same rights accorded any litigant in a civil suit involving city employees and the benefits as may be applicable by FOP contract and State law.
- Section 10. **DISPOSITION OF COMPLAINTS:** Upon conclusion of any investigation into a complaint, the investigative results will be forwarded to the Chief of Police. The Chief may elect to take no action or to recommend that disciplinary action be taken as may be appropriate. Written notification of the result of the investigation shall be provided to the officer within five (5) days from the date the results are made available to the Chief of Police. Should an officer be disciplined, transferred, or reassigned as a result of the investigation, the officer shall be notified in writing as to the action being taken and the reasons therefore. Nothing in this Article shall be deemed to prevent the suspension with pay or reassignment of any officer pending the final disposition of any complaint.

ARTICLE 30-Grievance Procedure

- Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement. At a minimum, the grievance should set out the specific violation(s) in clear language. The Lodge or any officer or officers covered by this Agreement or the Employer may initiate a grievance within fifteen (15) calendar days of the act or actions giving rise to the grievance or within fifteen (15) calendar days from the date knowledge is gained of such act or actions in accordance with the following procedure. The officer or officers have the option to pursue the grievance either under the City's Policies and Procedures or the Agreement but not both.
- Section 2. An officer or the Lodge who has a grievance may present the grievance in writing to the Police Chief. The Police Chief or designee shall have fifteen (15) calendar days in which to respond to the grievance. Preparation for a grievance presentation shall be done on the officers off duty time with the exception of appointment with the City Manager or designee. The Employer may present its grievance to the President of the Lodge. The Lodge will respond within seven (7) days. If the Employer's grievance is not resolved at this step, the Employer may resort to Section 4.
- Section 3. If the officer grievance is not resolved by the decision of the Police Chief, the grievance may be submitted by the Lodge in writing to the City Manager within seven (7) calendar days from receipt of the response from the Police Chief. The City Manager or designee will notify the Lodge in writing of the answer within fifteen (15) calendar days.

- Section 4. If the grievance is still unresolved, the parties shall jointly request the matter be submitted to grievance mediation which shall be presented to the Federal Commissioner. Either party may request the unresolved issue(s) be submitted to arbitration should the grievance not be resolved through the grievance mediation process. The request for arbitration shall be in writing and shall be submitted within five (5) calendar days of cessation of mediation. The party pursuing the grievance shall request a panel of seven (7) arbitrators from the FM&CS. Should neither party request arbitration or mediation within 30 days after City Manager action, the grievance shall be considered closed.
- A. Within seven (7) calendar days from the receipt of such panel, a representative of the Lodge and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
 - B. Upon notification to the FM&CS of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set by mutual agreement of the three parties.
 - C. Within a mutually agreeable time after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issue(s) presented. A copy of the opinion shall be mailed or delivered to the Lodge and the City.
 - D. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, which do not relate to the statutory authority of the Employer, the decision, findings, and recommendation of the arbitrator shall be final and binding on the parties.
 - E. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall not have jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provision of this Agreement or any supplements thereto or amendments thereof.
 - F. The cost of the impartial arbitrator shall be shared equally between the Lodge and the City. If a transcript of the proceedings is requested, the party requesting such transcript shall bear the cost of the original of the transcript.
- Section 5. All time limits set forth in Article may be extended by mutual consent, but if not so extended they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, that party shall have no further right to continue the grievance.
- Section 6. It is specifically and expressly understood that filing a grievance under this Article has as its last step final and binding arbitration.

ARTICLE 31-Oral Interview Boards

During any Oral Interviews conducted by the City and / or Police Department for positions of Police Officer, Detective, K-9 Handler, Police Officer Sergeant, Police Officer Lieutenant, Police Officer Captain, or any other position falling under the CBA, the FOP President or designee shall be a scoring member of the board or panel. If the FOP President is an applicant to said position, the FOP Vice-President or designee shall actively participate on the board or panel in the Presidents place.

ARTICLE 32-Promotions Eligibility List

The Altus Police Department will develop and maintain an eligibility list of officer's that have passed any test or are considered for promotion to any rank related to a supervisory position.

All officer's that pass the tests for promotion and considered eligible to be promoted to a supervisory position shall be kept on the eligibility list for a minimum of three (3) years from the date of the testing as long as they meet all other requirements for promotion at the time of the opening.

The Human Resource Office will test officer's meeting the criteria as set forth in the Altus Police Departments promotional process located in the current departments Standard Operations Procedures manual. Testing shall occur twice a year, once in March and once in October. The officer must notify the Deputy Chief prior to the 15th of January or August according to which test cycle the officer test date will be held. The Deputy Chief's office will ensure all eligible applicants receive required testing material and then notify all applicants of a test date. Each applicant will be allowed a minimum of 60 days to prepare for the test. All applicants who pass the test and meet the promotional criteria will be added to the list of eligibility. To prevent any officer from being dropped from the list due to the expiration of the three-year time period, the officer shall be allowed to test during the testing cycle immediately prior to the officer's three-year promotional eligibility time expiring. It shall be the officer's responsibility to meet all other required standards.

Anytime, there is an opening, the officers that have successfully passed the written tests as outlined in the promotional process and are on the eligibility list, will then be interviewed according to the same guidelines and the best candidate will be chosen for the open position.

ARTICLE 33-Insurance

Section 1. HEALTH INSURANCE

The City will provide health insurance to all members of the bargaining unit equal in coverage to that coverage provided other City employees and at a cost per Officer that does not exceed the cost paid by other regular employees as follows:

Employee Only
Employee: 10% of premium
Employer: 90% of premium

Family Coverage
Employee: 20% of premium
Employer: 80% of premium

Section 2. LIFE INSURANCE

The City will provide life insurance coverage equal to the coverage provided to other employees at a cost per officer that does not exceed the cost paid by the other employees.

Section 3. Any changes proposed to be implemented regarding this Article during the term of this Agreement shall be subject to negotiation.

ARTICLE 34 Alcohol & Controlled Substance Testing Policy

Section 1. DRUG TESTING POLICY DEFINED: Both the City and the Lodge recognize the importance of having a drug-free workplace. Both parties understand that the abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, fellow officers, and other City employees. Because of realizing this, both parties to this Agreement understand the importance of preventing, treating, and eliminating drug, alcohol, and chemical substance abuse in the workplace.

Section 2. This policy will be effective thirty (30) days after official posting and following distribution of the policy to all affected officers and employees.

Section 3. AUTHORITY: This policy shall be in accordance with and administered pursuant to OKLA. STAT. TIT 40, Section 551, et. seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act

Section 4. APPLICATION: This policy shall apply to all members of the bargaining unit covered under this Agreement.

Section 5. APPLICANT TESTING: All Applicants for positions with the Police Department shall undergo drug and/or alcohol testing prior to hiring. Job applicants shall be tested only after a conditional offer of employment is made.

A. Refusal to undergo a test or a confirmed positive test, shall be the basis for withdrawing a conditional offer of employment.

- Section 6. **FOR-CAUSE TESTING:** Drug or alcohol testing may be conducted on any officer at any time the employer reasonably believes that the officer may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:
- A. Drugs or alcohol on or about the officer's person or in the officer's vicinity,
 - B. Conduct on the officer's part that suggests impairment or influence of drugs or alcohol,
 - C. A report of drug or alcohol use while at work or on duty,
 - D. Information that an officer has tampered with drug or alcohol testing at any time,
 - E. Negative performance patterns, or
 - F. Excessive or unexplained absenteeism or tardiness.
 - G. No testing under "For-Cause Testing" shall be initiated unless the circumstances are properly reviewed and agreed upon by at least one representative of Police management (which shall be considered to include supervisory level personnel).
 - H. The supervisor shall verbally inform the affected Officer the reason for the for-cause testing. Additionally, a written record of the circumstances leading to a drug or alcohol test shall be created and signed by the supervisor(s) who noticed the circumstances within 24 hours of the observed behavior.
 - I. The City Medical files shall be the records and reporting function for all drug or alcohol related information.
- Section 7. **Post-Accident Testing-** Post-Accident drug or alcohol testing may be conducted on officer's only where there has been damage to City property, or actual (work related, while at work) injury to an officer, or another person, or there exist reasons for cause testing (as defined in Section 6) that the accident, injury or damage was a direct result of the officers use of drugs or alcohol. The post -accident test shall be administered while the officer is on duty or prior to going off duty, or as close to as possible. For the purpose of workers' compensation, no officer who tests positive for the presence of substances defined and consumed pursuant to section 465.20 of title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or refuses to take a drug or alcohol test required by the City, shall be eligible for such compensation.
- Section 8. **RANDOM TESTING OF OFFICER:** The City shall, at various times, randomly select officers, as defined, for unannounced alcohol testing and/or controlled substances. The selection of officers to be tested shall be by a scientifically valid method, as defined in Section 9; so that each officer shall have an equal chance of being tested each time testing occurs. However, no officer shall be tested under random testing more than one time each contract year.
- A. The dates for the unannounced testing of randomly-selected officers shall be spread reasonably throughout the year.
 - B. Scheduled, periodic testing: The City may request or require an officer to undergo drug or alcohol testing if it is scheduled routinely as part of the City's written policy.

- Section 9. **SELECTION PROCEDURE:** The City and its authorities have established the following procedure(s) for selection of individuals for random alcohol/controlled substance testing.
- A. **SELECTION PROCESS:** The City shall contract with an outside agency to provide for selection, testing and reporting in compliance with Federal, State and Local requirements.
- Section 10. **POST-REHABILITATION TESTING:** The City may require an officer to undergo drug or alcohol tests without prior notice for a period of two (2) years after the officer's return to work following a confirmed positive test, and following participation in drug or alcohol dependency program under a City benefit plan or attended at the request of the City.
- A. Post-rehabilitation testing shall be conducted in addition to any other testing the officer is subject to under this policy.
- Section 11. **Substance for Which Tests May Be Given (Includes the Related Metabolites)**
- A. "Alcohol" means Ethyl Alcohol or Ethanol (beer, liquor, etc.)
- B. "Drug" means, as defined in 40 O.S.A. Section 552:
1. amphetamines (including speed),
 2. cannabinoids (marijuana, pot, weed, grass),
 3. cocaine,
 4. phencyclidine (including angel dust, PCP),
 5. hallucinogens,
 6. methaqualone,
 7. opiates (including morphine, codeine, dilaudid, percodan)
 8. barbiturates,
 9. benzodiazepines,
 10. synthetic narcotics,
 11. designer drugs, or
 12. a metabolite of any of the substances listed herein.
- C. Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels shall not be reported to the City Medical Review Officer by the testing laboratory.
- Section 12. **Drug or Alcohol Testing Methods and Documentation,** Collection, storage, transportation, and testing procedures shall be conducted in accordance with rules established by the Oklahoma State Board of Health.
- A. Testing facilities shall meet the qualifications and standards of and be licensed by the State Department of Health.

- B. Samples shall be collected only by those persons "deemed qualified" by the State Board of Health and appropriate labeling of samples shall occur so as to reasonably preclude the probability of erroneous identification of test results.
- C. Body component samples that are appropriate for drug and alcohol testing shall be collected with due regard to the privacy of the individual being tested. In no case shall the City's representative directly observe collection of a urine sample.
- D. A written record of the chain of custody of the sample shall be maintained until the sample is no longer required.
- E. An applicant or officer shall be given the opportunity to provide notification of any information which the applicant or officer considers relevant to the test, including currently or recently used drugs or other relevant information.

Section 13. Costs: The City is responsible for all costs associated with drug or alcohol testing.

- A. If an officer requests a retest of the original sample to challenge the findings of a confirmed positive test, the officer is responsible for the cost of the re-test through payroll deduction or a deduction from the final payroll check if the Officer is terminated as a result of the positive test results unless that test reverses the findings of the previous positive test, in which case the City is responsible for the cost.
- B. Any test of a current officer must be performed during or immediately after the officer's scheduled work period and is deemed as compensable work time as applicable under the Fair Labor Standards Act.

Section 14. **REFUSAL TO UNDERGO TESTING: TAMPERING WITH SAMPLES:** Officers refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Officers found supplying or attempting to supply an altered sample or a substitute sample, not their own, by whatever means, shall be subject to disciplinary action up to and including termination.

Section 15. **MEDICAL REVIEW OFFICER:** The City shall employ and/or contract a Medical Review officer qualified by the State Board of Health.

- A. The Medical Review officer shall receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject officer and/or applicant.
- B. Upon receiving a confirmed positive test result the Medical Review Officer shall contact the applicant or officer prior to notification of City officials. The applicant or officer shall be given the opportunity to explain the test results.

Section 16. **CONFIDENTIALITY:** The City shall comply with all provisions of the Workplace Drug and Alcohol Testing Act including confidentiality and shall treat

all test and all information related to such test, including interviews, memoranda, reports, and statements as confidential.

- A. All records relating to drug testing shall be kept separated from personnel records.
- B. Such records may not be used in any criminal proceeding or civil or administrative action except in actions taken by the City or otherwise involving the subject officer and the City, unless there is a valid court order authorizing the release of such records
- C. Records shall be the property of the City and will be made available to the affected applicant or officer for inspection and copying upon request.
- D. Records may not be released to any person other than the applicant or officer without the applicant or officer's expressed written permission, or if otherwise required by law.
- E. Officer's within supervisory or management positions shall be responsible for compliance with this policy. They shall also ensure that officers seeking treatment or within rehabilitation processes are treated fairly and appropriately as it concerns the officers job rights and job security. Additionally, supervisors and managers shall ensure that all reasonable efforts are made to allow for confidential handling of diagnosis and treatment of officers with substance abuse problems.

Section 17. **DISCIPLINARY ACTION:** The City recognizes that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City shall not take disciplinary action against an officer who tests positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of administrative leave in cases involving for cause testing. The City may take disciplinary action, up to and including discharge, against an officer who refuses to undergo drug or alcohol testing conducted in accordance with the provisions of 40 O.S.A. Section 551 et.seq. Or who tests positive for the presence of drugs or alcohol. An Officer discharged on the basis of a refusal to undergo drug or alcohol testing or a positive drug or alcohol test shall be considered to have been discharged for misconduct for the purpose of unemployment compensation benefits, as provided for in Section 2-406.1 of 40 O.S.A. In order to prove misconduct, the City need only provide proof of a testing policy and either a refusal to take a drug or alcohol test or a positive test result.

- A. **DISCIPLINE FOR VOLUNTARY COMPLIANCE:** In order to help and assist officers, the City will permit members who voluntarily come forward, at least one (1) hour prior to any notification of testing, admitting a substance abuse problem to initiate E.A.P. rehabilitation through the City's E.A.P. program, and shall not be considered to have suffered a violation of this policy or be subject to discipline under this section. However, those officers in safety sensitive positions may be

assigned to non-safety sensitive positions, if available, or placed on suspension with pay until a verified negative drug or alcohol test can be obtained from an appropriate testing facility per Section 12. The affected officer may only be assigned to that position for a maximum of 60 calendar days. At the end of the 60-day period, if the officer cannot be assigned back to the officer's normal position, then the officer may be required to enter into a signed agreement for continued required drug or alcohol testing and E.A.P. compliance as provided under Section 21 if a problem is determined to exist, (Available vacation, compensatory or sick leave accruals may be utilized by officer's in such situations.)

- B. **RANDOM TESTING DISCIPLINARY ACTION:** Normally, a non- probationary officer with a previously satisfactory work record will be given one (and only one) opportunity to continue employment after an initial occurrence of a positive drug or alcohol test where such testing was required by the City. In such cases, no direct disciplinary action shall normally be effected due to the test results unless the test arose under for cause testing criteria. However, some period of leave without pay may occur prior to the officer being allowed to return to work dependent upon the officers leave accruals. The officer may be allowed a maximum of 90 days to qualify for returning to work. This 90-day period may include available vacation, compensatory or sick leave accruals as well as unpaid administrative leave. Additionally, the officer may be required to enter into a signed agreement for continued required drug or alcohol testing and E.A.P. compliance as provided under Section 21. Such an attempt to allow for rehabilitation of an officer is believed to be an appropriate course of action to meet the City's obligation to both our officers and the Citizens.
- C. **FOR CAUSE TESTING OR SECOND OR SUBSEQUENT DISCIPLINARY ACTION:** If an officer tests positive for drugs or alcohol after a test under for cause testing criteria, or a second or subsequent positive random test result, said officer shall be suspended, demoted, or terminated. In addition to the alleged offense, the appropriate course of action may be determined based on the officer's total work record including, by not limited to any prior documented drug or alcohol problems.
- D. **CONTINUED EMPLOYMENT:** Continued employment, if offered, shall be contingent upon the officer agreeing in writing to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years and satisfactorily participate in the E.A.P. officers who have had a positive drug or alcohol test shall not be allowed to return to work until they can provide a verified negative "return to work" drug or alcohol test (as applicable), with testing costs covered by the employer, and obtained through a City approved testing facility which meets the requirements of Section 12 (Testing Methods) of this policy. (Available vacation, compensatory or sick leave accruals may be utilized by officers in such situations.) An officer may be allowed a maximum of 90 days to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 90 days, the officer may be suspended, demoted, or terminated. An officer may request a "return to work" test no sooner than two weeks from a positive test result,

and subsequently every other week thereafter, until a negative "return to work" test is obtained. Officers refusing to seek help or submit to testing in accordance with this policy shall be subject to disciplinary action pursuant to Section 17.3

- E. Officers entering into the E.A.P. or other program, after testing positive for drugs and/or alcohol, shall be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in disciplinary action pursuant to Section 17.4.
 - F. Grievances arising from implementation and operation of this drug testing policy will be handled in accordance with provisions of this contract.
- Section 18. **TESTING PROCEDURE:** When a drug or alcohol test is deemed appropriate under this policy, the officer's supervisor shall transport or arrange for an officer to be transported to the City designated testing facility for testing.
- A. Officers must present a picture ID (Oklahoma Driver's License or City I.D., etc.) or be accompanied by a supervisor who can provide identification as the employer representative to the testing personnel prior to testing and as required by NIDA procedure.
 - B. The supervisor shall make a reasonable effort to ensure that the officer is safely transported to their place of residence after any drug or alcohol testing is completed under criteria of for cause testing in Section 6 or Post-Accident testing in Section 7.
- Section 19. **CHALLENGING TEST RESULTS:** Officers wishing to receive test results, which could be used to challenge the results of the City's test, must:
- A. Do so at their own expense;
 - B. Do so in accordance with the Oklahoma Standards for Workplace Drug and Alcohol Act.
 - C. Have the sample collected within one hour of the City's sample collection and said sample collection shall comply with standards established in accordance with state guidelines.
- Section 20. **POLICY POSTING PROCEDURES.** A copy of this policy shall be posted in a prominent officer access and/or applicant access area. Each officer and each applicant shall be provided a copy of this policy upon receipt of a conditional offer of employment
- Section 21. **OFFICER ASSISTANCE PROGRAM (E.A.P.)**
- A. The City shall maintain either an in-house "Employee Assistance Program." The E.A.P. provided by the City shall at a minimum provide drug and alcohol

dependency evaluation and referral services for substance abuse counseling, treatment, or rehabilitation.

- B. Officers who (1) voluntarily come forward at least one (1) hour prior to any notification of required drug or alcohol testing, and (2) admit to alcohol or drug problems, and (3) initiate E.A.P. rehabilitation through the City's E.A.P. program shall not be considered to have suffered a violation of this policy or be subject to discipline under Section 17. However, those officers in safety sensitive positions may be assigned to non-safety sensitive positions until a verified negative drug or alcohol test can be obtained from an appropriate testing facility per Section 12.

Section 22. **PENALTIES AND REMEDIES:** Officers are hereby advised that there are certain criminal sanctions and civil remedies for violations of Oklahoma's Standards for Workplace Drug and Alcohol Testing Act contained in OKLA. STAT. Tit. 40, Section 551 et. seq.

Section 23. **PROHIBITIONS:**

- A. No officer shall report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor shall permit any officer to perform any work duties if the supervisor is aware the officer has an alcohol concentration of 0.04 or greater. No officer shall be on duty or operate a City vehicle or perform job duties while in possession of alcohol nor use alcohol during such duty time.
- B. No officer shall report for duty, drive a City-owned vehicle, or remain on duty when the officer uses any controlled substance, except when the use is pursuant to the instructions of a physician and/or when the physician has advised an officer the substance will not adversely affect an officer's ability to drive a vehicle. No supervisor having knowledge that an officer has used a controlled substance shall permit an officer to be on duty or drive/operate any City vehicle.
- C. No officer required to take a post-accident alcohol/drug test shall use drug/alcohol following the accident until the officer undergoes a post-accident drug/alcohol test. The post-accident test shall be administered while the officer is on duty or prior to going off duty, or as close to as possible.

ARTICLE 35— APD Firing Range

The purpose of this article is to give general guidelines for the creation of an "Open" Firing Range, with more specific guidelines in the APD's Standard Operating Procedure ("SOP") section for rules and regulations. An "Open" Range means that NO APD Range Master or Firearms Instructor would be required to be present, and that at a minimum two (2) APD officers shall be at the Range for each practice. The City has agreed to this concept, with the additional restrictions

of the use of cameras and appropriate insurance, at City's expense. The key to the range will be maintained in Dispatch.

- Section 1. A police officer's firearm is perhaps the most commonly perceived symbol of the officer's authority and role. In the interest of public safety and police professionalism, the Altus Police Department sets herein high standards of performance for its personnel who use firearms. Firearms' training is an important phase in the development of law enforcement officer's.
- Section 2. All officer's and/or Lodge members are CLEET certified and are required to qualify with each weapon carried while on duty. (i.e. Pistol, Patrol Rifle and Shotgun).
- A. All officer's will be restricted to using ONLY firearms that have been approved under the APD SOP; and
 - B. At a minimum two (2) APD officer's, APD reserve officers, and/or retired APD officers at the range;
 - C. officer's going to the range shall notify APD Dispatch;
 - D. All officers' must carry department-issued radios, or cell phones.
 - E. All ammunition would be personally owned and supplied by the Officer;
 - F. All targets would be personally owned and supplied by the Officer;
 - G. No shooting beyond the 50-yard line, unless authorized by the Chief of Police or Deputy Chief of Police in advance; or a CLEET certified Firearms Instructor is present.
- Section 3. Violations, by officers, of the rules of use stated above shall subject the officer to disciplinary action. The first violation of any of the above-listed rules would result in a six (6) month probationary period. A second violation of any of the above-listed rules would result in a one (1) year loss of "Open" range privilege for the specific violator/violators.

ARTICLE 36-Savings Clause

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 37-Policies and Procedures

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operations and administration of the Police Department shall continue unchanged absent a signed, negotiated agreement.

ARTICLE 38-DURATION OF THE AGREEMENT

The duration of this Agreement shall be from July 1, 2015, through June 30, 2016. With regard to any items requiring the appropriation of monies by the City Council, the Lodge shall be obligated to notify the City of its intention to bargain by February 22, 2016 in order to bargain over such items for a collective bargaining agreement for fiscal year 2016- 2017

ARTICLE 39-Conclusion

It is understood that the foregoing is a complete understanding of all terms and conditions of employment to be governed by the Agreement during the contract period, and it cannot be altered in any manner, save by the written concurrence of the parties thereto have set their hands on the ____ day of _____, 201_.

THE FRATERNAL ORDER OF POLICE THE CITY OF ALTUS, OKLAHOMA

By: _____ Robert McGill, FOP President

By: _____ Jack Smiley, Mayor

ATTEST: Debbie Davis, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ALTUS, EMPLOYER

AND

LODGE #120, FRATERNAL ORDER OF POLICE, BARGAINING UNIT

The City of Altus and Lodge #120 understand and agree, with regard to Article 16, Section 4, of the Collective Bargaining Agreement between the parties to the following:

1. An oral or written reprimand shall not automatically result in a denial of a merit pay increase. If the employer intends to use the reprimand as grounds for denial of a merit pay increase, it shall so advise the member at the time the reprimand is issued, and he may grieve that decision as he would any other discipline.
2. The issue of the circumstances under which a Section 4 increase is granted not being a part of the grievances, it is not addressed in this Memorandum of Understanding, and neither party, by virtue of its agreement to this memorandum, relinquishes its position with regard to that item.
3. By virtue of entering into this Memorandum of Understanding, neither party relinquishes its position on whether or not the Council's decision is subject to the grievance procedure.

Amended December 15, 2004

FOP, LODGE #120

By: Nathan Rapp, President 12-15-04

By: Marv Zepeda, Secretary 12-15-04

CITY OF ALTUS, OKLAHOMA

By: T.L. Gramling, Mayor 12-15-04

By: LaJune White, City Clerk 12-15-04

Attachment: FOP CBA FINAL 15-16 (1167 : Discuss FOP Negotiations and Approve CBA for FY 15-16)

MEMORANDUM OF UNDERSTANDING 2015-2016
CONTRACT YEAR

This memorandum of understanding shows the intent of the Fraternal Order of Police Lodge #120 to accept a merit increase freeze from July 1, 2015 to June 30, 2016, to allow the City of Altus to recover from their financial hardships. No changes will be made to the contract under Article 16 in reference to this memorandum of understanding.

Attachment: FOP CBA FINAL 15-16 (1167 : Discuss FOP Negotiations and Approve CBA for FY 15-16)

Appendix B
CITY OF ALTUS / FOP LODGE 120
CONTRACT
Effective July 1, 2001 –
APPROVED COLLEGE DEGREE PROGRAMS
FOR
ARTICLE 19

I. ASSOCIATE DEGREES:

Associate of Arts of Science (AA or AS) and Associates of Applied Science (AAS) Degrees.

1. Criminal Justice
2. Communications
3. Foreign Language (Spanish Only)
4. General Studies
5. Liberal Arts
6. Political Science
7. Speech
8. Pre-Law
9. Psychology
10. Sociology
11. Management (after four (4) years of employment)

II. BACHELOR DEGREES:

Bachelor of Arts or Science (BA or BS) Degree

1. Communications
2. Criminal Justice
3. Foreign Language (Spanish Only)
4. Human Relations
5. Philosophy
6. Political Science
7. Psychology
8. Sociology
9. Social Work
10. Management (after four (4) years of employment)

III. MASTERS DEGREES:

1. Communications
2. Criminal Justice
3. Psychology
4. Political Science
5. Philosophy
6. Sociology

Cat Bentley

From: Jan Neufeld
Sent: Friday, January 29, 2016 4:29 PM
To: Cat Bentley
Subject: FW: Emailing - FOP CBA FINAL 15-16.pdf
Attachments: FOP CBA FINAL 15-16.pdf

From: Angie Murphy
Sent: Friday, January 29, 2016 4:12 PM
To: Catherine Coke
Cc: Jan Neufeld
Subject: Emailing - FOP CBA FINAL 15-16.pdf

I have attached the City's Final version submittal of the FY 15-16 FOP CBA. Bob McGill came by my office and picked up his copy; he stated that he would prefer to wait to sign the document at the same time the Mayor signs as attested by the City Clerk, this is how we have handled it in the past. I have the approved requests submitted by the FOP and the City if you need them for the attachment.

Thanks always,

Best Practices / Best Defense

Angela R. Murphy, SPHR, SHRM-SCP, IPMA-CP
Human Resources Director

[#TeamAltusOK](#)

"Far better it is to dare mighty things, to win glorious triumphs, even though checkered by failure, than to take rank with those poor spirits who neither enjoy much nor suffer much, because they live in the gray twilight that knows neither victory nor defeat."

--- Theodore Roosevelt

<mailto:amurphy@altusok.gov>

www.altusok.gov

<http://bcert.me/siesxoyk>

<https://www.youracclaim.com/badges/56ad5f03-97c8-4fec-a836-adf09bc77f1c>

This e-mail contains CONFIDENTIAL information intended only for the use of the addressee(s) named above. If you are not the intended recipient of this e-mail, or the employee or agent responsible for delivering it to the intended recipient. This will serve as notification that any dissemination, distribution or copying of this e-mail is prohibited. If you have received this e-mail in error, please immediately notify us by telephone at (580) 481-2229 or forward the e-mail message to us at <mailto:amurphy@altusok.gov> and advise us that you have deleted it. Thank you.

Attachment: FOP-Angie (1167 : Discuss FOP Negotiations and Approve CBA for FY 15-16)